

## MINUTES

### SELECT BOARD

08/03/2021

5:00 VIA ZOOM REMOTE PLATFORM

Present: Select Board Member, Heather Hamilton, Select Board Member Bernard W. Greene, Select Board Member Raul Fernandez, Select Board Member John VanScoyoc, Select Board Member Miriam Aschkenasy

### OPEN SESSION

Chair Hamilton declared that the Board shall enter into executive session To discuss strategy with respect to litigation because an open meeting may have a detrimental effect on the bargaining or litigating position of the public body, and to review/approve executive session minutes. The board will reconvene in open session.

On motion it was,

Voted to enter into executive session.

Aye: Heather Hamilton, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Absent: Bernard Greene

Question of entering into Executive Session for the reasons stated in items 2 and 3.

### EXECUTIVE SESSION - LITIGATION

For the purpose of discussing litigation strategy in the case of Alston v. Town of Brookline, USDC Case No. 1:15-cv-13987.

For the purpose of discussing litigation strategy in the case of Amy Hingston Hall v. Town of Brookline, et al., Case No. 2182CV00666.

### EXECUTIVE SESSION - EXECUTIVE SESSION MINUTES

Question of approving the following Executive Session meeting minutes:

July 23, 2021

July 27, 2021

### ANNOUNCEMENTS/UPDATES

Board member Greene spoke on recent discussions related to the Boston Marathon permit and concerns on the conflicting schedule with Indigenous People's Day. We should be thinking on how to celebrate both events; in my opinion, both events can coexist; we do not want to see is Brookline threatening to block

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the Marathon from coming to town as reported by the Boston Globe. He asked that Board member Fernandez provide an update on the Indigenous People's Days proposed events.

Board member VanScoyoc added that the Marathon Team Brookline raises funds for Brookline's nonprofit charitable organizations. In 2019, they raised \$306k for local charities and organizations. These participants are training now for their fundraising.

Board member Fernandez announced that the racial equity grant program is currently seeking applications and nominations for committee members. Go to the Brookline Community Foundation website for more information. It has been a week since last week's meeting and they have yet to hear from the BAA on their plans. The Boston Marathon is an event we all love, but they scheduled this on a date that conflicts with Indigenous Peoples' Day. Indigenous People members have tried to engage with the BAA with no success. This is not about Brookline trying to stop the marathon, is about repair and acknowledge that harm has been done to them, and no indication of an outreach. My vote is contingent of them taking this issue seriously.

Town Administrator Kleckner spoke on the Covid19; the town continues to see an uptick in infections with 39 cases. There are decisions around closures again on a regional or statewide level. We can take actions on town buildings, requiring face coverings for those entering public buildings.

We have some Department Head transitions with the recent departure of Finance Director Jeana Franconi, and the retirements of Town Counsel Joslin Murphy and Planning Director Alison Steinfeld. Thank you Jeana, Joslin and Jeana for your service.

#### PUBLIC COMMENT

Arthur Conquest TMM#6 spoke on the Gerald Alston case and that Board member Greene is named in the case; he should not be appointed as a representative to the Martin Luther King Committee for his involvement in this case involving racial discrimination.

Regina Frawley TMM16 spoke on the expiring eviction moratorium and there will no longer provide any protections. She hopes some consideration are being made for those that may be displaced.

Jim Franco, TMM#1 spoke on last week's meeting when the BAA came before the board with a simple straightforward permit request. It was disappointing that this routine request became complicated in a way that makes some wonder what is going on. The BAA went through the process for this onetime date change. It looked like extortion that one board member required reparations. This is a community-building event.

Naomi Sweitzer TMM#10 said that even with the eviction moratorium extended some people could still fall through the cracks.

#### MISCELLANEOUS

##### TEMPORARY ALL ALCOHOL BEVERAGES NON SALES LICENSE

Question of approving a Temporary All Alcohol Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Thursday, August 12, 2021 for Corporate Summer Party from 11:00AM – 4:00PM at 15 Newton Street.



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On motion it was,

Voted to approve a Temporary All Alcohol Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Thursday, August 12, 2021 for Corporate Summer Party from 11:00AM – 4:00PM at 15 Newton Street.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

TEMPORARY WINE AND MALT BEVERAGES NON SALES LICENSE

Question of approving a Temporary Wine and Malt Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Thursday, August 26, 2021 for Trustees Picnic from 5:00PM – 9:00PM at 15 Newton Street.

On motion it as,

Voted to approve a Temporary Wine and Malt Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Thursday, August 26, 2021 for Trustees Picnic from 5:00PM – 9:00PM at 15 Newton Street.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

*POSTPONED*

Question of authorizing the Select Board Chair to sign power purchase agreement license and PILOT with Solect Energy Development, LLC. for the rooftop solar project at the Municipal Service Center.

AUTHORIZATION TO HIRE

Question of approving the authorization to hire request for a Clinical Social Worker (T 627) in the Council on Aging Department.

On motion it was,

Voted to approve the authorization to hire request for a Clinical Social Worker (T 627) in the Council on Aging Department

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

AUTHORIZATION TO HIRE

Question of approving the authorization to hire request for an Administrative Assistant (C-08) in the Office of the Town Clerk.

On motion it was,

Voted to approve the authorization to hire request for an Administrative Assistant (C-08) in the Office of the Town Clerk.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

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#### AUTHORIZATION TO HIRE

Question of approving the authorization to hire request for a Principal Office Assistant (C-08) in the Assessor's Division of the Finance Department.

On motion it was,

Voted to approve the authorization to hire request for a Principal Office Assistant (C-08) in the Assessor's Division of the Finance Department.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### CALENDAR

#### PEDESTRIAN FRIENDLY LIGHTING COMMITTEE REPORT

Presentation and discussion on the Pedestrian Friendly Lighting Committee Select Board Report from Committee Chair David Trevvett and members

David Trevvett acknowledged the late Frank Caro and his efforts related to pedestrian lighting. He provided the background on the committee and began his presentation report. (attached)

Highlights:

- Lighting that Pedestrians Need vs. Lighting Available in Brookline
- Environmental and Other Factors
- Challenges and Possibilities
- Where to Focus Implementation Efforts – Overview
- Policy Goals and Recommendations

The Board thanked everyone for the presentation.

#### POLICE CHIEF RECRUITMENT PROCESS

Discussion of the Police Chief recruitment process.

Town Administrator Kleckner reviewed they are still in the early stages of hiring a consultant, which will provide a national voice on the ongoing discussions in the nation, particularly on race. The scope of work will be similar to what we used in the past. This round there will be more community input to get an understanding on what the community is looking for in a police chief. Mr. Kleckner reviewed the Town Administrator's Act, which gives him the authority to do this process and recommend to the Select Board a candidate for appointment. He added that he takes this responsibility very seriously. He reviewed the screening panel that will not be a public committee because they are advising him on candidates that will have an expectation of confidentiality. He reviewed that he will be keeping the board informed throughout the process. Added that the current climate is difficult, there are many openings nationwide for this position with limited applicants.

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The board discussed the importance of screening candidates that understand what the community is looking for which includes some level of reform and a culture change.

MISSION INC OPENING PLAN PUBLIC HEARING

Review and possible vote on the Phase 4 Plan and Opening Plan for MISSION MA, Inc.

Attorney Jennifer Gilbert introduced Carlo Lookner, Kiondre Woody, Derek Stewart, Andrew Borges and Gabe Mendoza from Mission Inc.

Derek Stewart reviewed that their opening day will be Saturday August 14<sup>th</sup>. He updated the Board on recent community outreach meetings and that process. He presented to the board that Mission has made the following progress towards achieving their goals related to diversity and inclusion.

- Mission's management team currently consists of 67% BIPOC (Black and Indigenous People of Color) individuals, exceeding its original goal of 50% and will continue to use best efforts to maintain its goal of 50% BIPOC management. In addition, all managers are eligible for company ownership in the form of stock options pursuant to company policy.
- Mission is working toward achieving its goal of hiring a staff consisting of at least 50% women overall and is currently at 41%.
- Mission's hiring goal for BIPOC associates is 50%. As of today, we have achieved a BIPOC staff of 43%. Mission will continue to use best efforts to achieve its goal of 50% BIPOC staff overall.

Public hearing:

Board member Greene noted that the diversity plan showed responsiveness to the board. He noted that how we characterize people we talk about when using an acronym like BICOP, how many black and Hispanic are included in these plans, I would like to see those numbers. Ms. Baldwin, Cannabis Coordinator added there are other races included in the numbers. Board member Greene reviewed that the state legislature's focus was to compensate those impacted from illegal cannabis, those in black and Hispanic communities. When people come with their numbers under the category of BIPOC, that does not tell us if these issues are being addressed.

Attorney Gilbert responded they would work with Dr. Gellenaue, Director of Diversity, Inclusion and Community Relations to provide more specific numbers at the renewal process.

Board member Aschkenasy added that she is the Select Board's representative on the Cannabis Committee and is glad they stepped up in their own way and taken this on very genuinely. Board member Greene has a good point on wanting to see the number breakdowns.

No other speakers.

On motion it was,

Voted to approve the Phase 4 Plan and Opening Plan for MISSION MA, Inc.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

BOARDS AND COMMISSIONS - INTERVIEWS

The following candidates for appointment/reappointment to Boards and Commissions will appear for interview:

Transportation Board

Marissa Vogt is a Research Scientist at Boston University. She is a Town Meeting member and a member of the Pedestrian Advisory Committee. Ms. Vogt is a non-car owner and uses the town's streets frequently with a baby stroller. She would like to see the Transportation Board take a more active role in community discussions around policing and traffic enforcement. She also feels that the Town's overnight parking ban adversely affects low-income residents.

AMERICAN RESCUE PLAN PROCESS UPDATE

1. Presentation and discussion on the evolving Town process to use American Rescue Plan funds.

Town Administrator Kleckner reviewed that there is an app available that will house all the related materials of the ARP funds. It is important for this board to start engaging with the community as we roll out the application process to make sure that funds are expended in the proper way.

Deputy Town Administrator Melissa Goff presented the software that will launch tomorrow. It will continue to be tweaked and improved upon. This software will provide ARP fund tracking available to the community. She added that \$32 million is a substantial amount, but can go fast given the demands for it. Mr. Kleckner added that it is essential to have a tool like this that has the robust applications to meet all the requirements. This process will be well thought out and documented.

Board member VanScoyoc indicated that it has not yet been clear how the town will divide these funds between schools and municipal entities. The school department needs to know what percent of the funds they will receive in order to go ahead with some decision making; for instance geothermal for school projects. We need to have a Town School Partnership meeting. We should also consider the needs related to public works projects. What does the Commissioner have on her wish list?

Ms. Goff responded that it is important that people are aware of what the rules are. A project might be worthy, but may not have any structure in place.

Board member Fernandez added that he hopes these funds transform people's lives in a positive way. We need to make sure there are adequate investments to those that need it most.

Board member Aschkenasy added to keep in mind these funds are for Covid related relief.

David Lesochier and Naomi Sweitzer spoke on a 'white paper' opportunity to address the needs of the community that are disproportionately affected by Covid and adds some principals incorporated into the process; some are multi-pronged community assessments. They urged caution on jumping into any identified funding.

Overview:

- Partner with the Brookline Community Foundation

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- Enlist the support of key organizations and groups
- Host workshops
- Conduct focus groups
- Host a community charrette
- Create a campaign
- Post information about ARPA
- Support Town Departments to prioritize projects for ARPA using an equity analysis lens

Chair Hamilton offered a community event similar to the Climate Summit held a few years ago; that seemed to be very engaging and informative.

Board member VanScoyoc noted that Brookline has lost revenues because of the pandemic. He feels it is appropriate to use these funds to catch up on these projects; emphasize on shovel ready projects.

2. Question of approving the authorization to hire request for a Budget Analyst Grant Administrator in the Select Board Office.

Mr. Kleckner spoke on the need for a grant administrator and dedicated person to manage the grants and application process. He will return with a funding source adding that there will also be a need to fund PPE's (personal protection equipment) and other Covid related items and services.

On motion it was,

Voted to approve the authorization to hire request for a Budget Analyst Grant Administrator in the Select Board Office.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### HOUSING TRUST FUND ALLOCATION REQUEST

Roger Blood, Chair of the Housing Advisory Board, (HAB) requests the Select Board make a preliminary commitment of \$6.525 million in Housing Trust funds to support the Brookline Housing Authority's 32 Marion Street project per the Memorandum of Agreement between the Town and Welltower, Inc. voted on by Town Meeting in June 2020. Michael Alperin, Executive Director of the BHA, will also give the Board a project update.

Roger Blood reviewed the request from HAB to approve a conditional commitment letter for the 32 Marion Street project. The HAB is very pleased with the progress on this project to date and looks forward to working with the BHA to produce 115 new units of much-needed affordable housing for low-income seniors. A preliminary commitment of Housing Trust funds at this time will allow the BHA to continue forward in the process of leveraging state and federal funds with an ambitious goal of beginning construction by the end of 2022.

Michael Alperin updated the board on the project and provided a presentation on the project. He explained the funding process.

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On motion it was,

Voted that the Select Board that the Select Board make a preliminary commitment to the Brookline Housing Authority for its project at 32 Marion Street, as follows:

The Select Board of the Town of Brookline is pleased to make a preliminary commitment of up to \$6.525 million to the Brookline Housing Authority for the proposed 115-unit affordable housing project at 32 Marion Street. This commitment will be fulfilled by the Brookline Affordable Housing Trust. Conditions for this commitment include the following:

- Success in securing a Comprehensive Permit for the project;
- Success in securing non-Town funding resources adequate to develop and finance the project as proposed;
- Establishment of affordability restrictions in perpetuity; and
- A portion of the funds being available in FY22 and a portion in FY24, subject to development timing and payments by Welltower, Inc. per its special permit approval for Balfour at Brookline, a senior living facility, being developed pursuant to the special permit issued by the Zoning Board of Appeals on December 18, 2020 and recorded in the Norfolk County Registry of Deeds at Book 38860, Page 52.

This conditional commitment will be in effect for a period of two years, unless further extended by mutual agreement between both parties.

The promissory note will be for a term of not less than 30 years and will be accompanied a subordinate lien on the subject property. No current payment will be due nor repayment required unless the property ceases to comply with the applicable affordable housing covenants or the borrower otherwise defaults.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### BOARDS AND COMMISSIONS - APPOINTMENTS

The following candidates for appointment/reappointment to Boards and Commissions:

#### Brookline Community Foundation Grant Committee for the Racial Equity Fund

Board member Fernandez reviewed the make-up of the committee, which will include three persons of color.

On motion it was,

Voted to approve the following Town Appointees:

Lloyd Gellineau

Grace Watson

Raul Fernandez as Select Board representative

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Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### Police Commissioner's Advisory Committee Chair

It was determined to appoint Lynda Roseman as Chair of the Police Commissioner's Advisory Committee.  
On motion it was,

Voted to appoint Lynda Roseman as Chair of the Police Commissioner's Advisory Committee.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

There being no further business, the Chair ended the meeting at 9:50 pm.

ATTEST



## MINUTES

### SELECT BOARD

**08/31/2021**

Present: Select Board Member, Heather Hamilton, Select Board Member, Bernard W. Greene, Select Board Member Raul Fernandez, Select Board Member John VanScoyoc, Select Board Member Miriam Aschkenasy

4:00 via remote zoom platform

#### OPEN SESSION

Question of entering into Executive Session for the reasons stated in item 2.

Chair Hamilton declared that the Select Board shall enter into executive session with respect to collective bargaining and litigation because an open meeting may have a detrimental effect on the bargaining or litigating position of the public body, and to review/approve minutes. The Select Board will reconvene in open session.

On motion it was,

Voted to enter into executive session

Aye: Heather Hamilton, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Absent: Bernard Greene

#### EXECUTIVE SESSION - LITIGATION

For the purpose of discussing litigation strategy in the case of Alston v. Town of Brookline, USDC Case No. 1:15-cv-13987.

For the purpose of discussing litigation strategy in the matter of 686 Lewis Hill LLC and the Town of Brookline.

For the purpose of discussing litigation strategy in the case of Amy Hingston Hall v. Town of Brookline, et al., Case No. 2182CV00666.

#### EXECUTIVE SESSION - COLLECTIVE BARGAINING

For the purpose of discussing strategy related to collective bargaining with the Police and other Unions.

#### EXECUTIVE SESSION - MEETING MINUTES

Question of approving the Executive Session meeting minutes from August 3, 2021.

#### ANNOUNCEMENTS/UPDATES



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Town Administrator Kleckner announced that Dr. Jett has announced his resignation. He thanked Dr. Jett for his service and commitment especially during the Covid pandemic. He reviewed Dr. Jett's qualifications and background.

The Board acknowledged Dr. Jett for his crucial service and leadership during the pandemic.

Dr. Jett thanked his staff and colleagues and provided a brief update on the Covid virus.

There are many people unvaccinated, so Covid will continue to spread. It is still spreading among those vaccinated. 22% of those hospitalized now are children. Dr. Jett feels the spread will continue once the schools open again.

Dr. Jett spoke on the influx of rat complaints. The majority of complaints happened during the summer. With more restaurants opening, there is more trash outside now, and construction has increased. We need a rodent control program that would require more staff to deal with complaints and engage with contractors and issue violations.

The public school of Brookline will hold a vaccine clinic at Lincoln School September 8<sup>th</sup> and September 9<sup>th</sup>

Board member Greene: Saturday, September there will be a 911 remembrance event organized by local citizens. This year, the event is going to highlight, in addition to the victims and the first responders, the first, first responders, the dispatchers to take the initial calls that the first responders respond to. Our Veterans office is here to support our Veterans. Contact Brookline's Veteran Director Bill McGroarty.

We learned last week that the Brookline juvenile court is being transferred to Dedham, requiring Brookline youth and youth from Roxbury, Dorchester and other surrounding communities to find themselves in trouble in Brookline to travel out to Dedham. I consider this a big mistake especially to especially black and Brown and low income youth are now required to go too far away to Dedham. I have submitted a letter to Judge Dolly.

We're dealing with the trauma of what's happening in Afghanistan and a lot of immigrants are coming to America. Governor Baker said that they're welcoming in Massachusetts, and I hope that we in Brookline welcome any Afghan immigrants to our community in the same way that we welcome all immigrants from whatever areas to Brookline and extend our support to them.

Board member Fernandez would like to see the board submit a letter would that would reach out to those resettlement agencies and offer ourselves as a community to help those seeking resettlement support.

#### PUBLIC COMMENT

1. Naomi Sweitzer spoke on communities affected from Covid and recovery solutions. She urged the board to spend the ARP funds where they are most needed.
2. Deborah Brown thanked staff and related organizations for their support to provide an engaging and transparent process on the ARP funds.
3. Emy Takinami thanked town officials for a robust inclusive process for the ARP funds, and to follow the guidelines to direct the funds to the intended use.
4. David Lesochier thanked town officials for their leadership moving from operations and emergency to the next stage, which is recovery from the trauma caused by pandemic. Funding intended for those that suffered the most should be prioritized.
5. Michael Kushner added as a social worker, he has seen the impact from Covid on Brookline community members. Housing issues and the end of the eviction moratorium are concerns.

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6. Kimberly Richardson spoke on letting the community decide how the ARP funds are distributed. They are the ones most impacted.
7. James Franco spoke on state of town leadership, which he feels is in a crisis. He spoke on the police officers leaving the department and the departure of Department Heads and senior staff. He spoke on the delay of the Boston Marathon permit, a permit provided for over 100 years. He feels that basic services are failing due to a divided board.
8. Susan Park spoke on adding cannabis licenses as incorporated in a proposed warrant. Creating a warrant article to increase number of licenses will not serve Brookline best. The community as a whole should be considered, not just social equity candidates, but concerned families with children as well.
9. Vena Priestly will write in to the board technical problems

#### MISCELLANEOUS

Question of approving the following meeting minutes:

July 13, 2021

July 16, 2021

July 23, 2021

July 27, 2021

On motion it was,

Voted to approve the following meeting minutes:

July 13, 2021

July 16, 2021

July 23, 2021

Aye: Heather Hamilton, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Abstained: Bernard Greene

July 27, 2021

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### PROCLAMATION

Question of approving the proclamation in support of and congratulation the Brookline High School Boy's Tennis Team for their 60 match winning streak and claiming the 2021 State Championship Title.

Eliot Schickler reviewed for the board the impressive accomplishments of the Brookline Boys Tennis Team.

Coach Michael Mowatt (2021)

Sam Feldman (2021)

Noah Schwartz (2021)

Vardaan Kharbanda (2021)

Jayanth Devaiah (2022)

Anders St. Clair (2022)

Jacob Kapusta (2023)

Dhevin Nahata (2024)

Aarush Admala (2024)

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Teo Dimoy (2022)

Evan Wu (2023)

Owen Eskey (2023)

Enzo Scippa (2024)

Coach Nick Pero (2018 and 2019)

Nate Comerchero (2018)

Josh Fleishman (2019)

Aaron Fleishman (2019)

Ben Moolman (2020)

Kei Ogawa (2020)

The Board welcomed this happy occasion and offered their congratulations for this impressive accomplishment.

On motion it was,

Voted to approve the following proclamation:

*CONGRATULATING THE BROOKLINE BOYS TENNIS TEAM FOR WINNING THE STATE CHAMPIONSHIP*

WHEREAS, Our Warrior tennis players have won the State Championship title in 2021

*WHEREAS, The Brookline boys tennis team has won three straight Division 1 state titles (2018, 2019 and 2021) and compiled a 64-1 record in that spanning, winning 60 straight matches*

*WHEREAS, the demanding athletic competition requires the highest levels of skills, determination, teamwork and sportsmanship; and*

*WHEREAS, these outstanding high school players and their coaches, have represented themselves, their families, their school and their community proudly; and*

*WHEREAS, in addition to achieving excellence in education and extracurricular areas, the school and Town now celebrate award-winning State Champions; and*

*NOW THEREFORE, BE IT RESOLVED BY THE BROOKLINE SELECT BOARD;*

*That the Brookline Select Board and Town Administrator enthusiastically applauds the 2021 season record that culminated in a state championship title and the legacy of success that this talented Brookline High Boys Tennis Team has inspired.*

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

LICENSE AND PILOT AGREEMENT

Question of authorizing the Select Board Chair to sign power purchase agreement license and PILOT with Sollect Energy Development, LLC. for the rooftop solar project at the Municipal Service Center.

On motion it was,

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Voted to of authorize the Select Board Chair to sign power purchase agreement license and PILOT with Solect Energy Development, LLC. for the rooftop solar project at the Municipal Service Center. Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### AMENDMENT

Question of approving Amendment #7 to the contract between Leftfield LLC and the Town of Brookline on the Driscoll School Project for added Life Safety Systems design and third party review at the request of the Fire Department in the amount of \$550.

On motion it was,

Voted to approve Amendment #7 to the contract between Leftfield LLC and the Town of Brookline on the Driscoll School Project for added Life Safety Systems design and third party review at the request of the Fire Department in the amount of \$550.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### AMENDMENT

Question of approving Amendment #8 to the contract between Leftfield LLC and the Town of Brookline on the Driscoll School Project for online bidding services and printing associated with the bidding of the project in the amount of \$25,940.92.

On motion it was,

Voted to approve Amendment #8 to the contract between Leftfield LLC and the Town of Brookline on the Driscoll School Project for online bidding services and printing associated with the bidding of the project in the amount of \$25,940.92.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### CHANGE ORDER

Question of approving Change Order #1 to the Contract between Gilbane Building Company and the Town of Brookline on the Driscoll School Project in the net amount of \$0.

On motion it was,

Voted to approve Change Order #1 to the Contract between Gilbane Building Company and the Town of Brookline on the Driscoll School Project in the net amount of \$0

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### AMENDMENT

Question of approving Amendment #1 to the contract between Miller Dyer Spears, Inc. and the Town of Brookline for the Pierce School Project to conduct a deflection survey in the existing building floor slab in order to understand the nature of the deflection in the amount of \$1,650.

On motion it was,

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Voted to approve Amendment #1 to the contract between Miller Dyer Spears, Inc. and the Town of Brookline for the Pierce School Project to conduct a deflection survey in the existing building floor slab in order to understand the nature of the deflection in the amount of \$1,650.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### CHANGE ORDER

Question of approving GMP Change Order #14/PCCO 021 with Skanska for the Brookline High School Expansion Project in the amount of \$0.

On motion it was,

Voted to approve GMP Change Order #14/PCCO 021 with Skanska for the Brookline High School Expansion Project in the amount of \$0.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### CHANGE ORDER

Question of approving Change Order #5 with CTA for the Brookline High School Expansion Project Tappan Gym and third floor renovation in the amount of \$74,139.81.

On motion it was,

Voted to approve Change Order #5 with CTA for the Brookline High School Expansion Project Tappan Gym and third floor renovation in the amount of \$74,139.81.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### CHANGE ORDER

Question of approving Change Order #2 with NB Kenney on the Brookline High School Expansion Project for deferred maintenance in the amount of \$31,326.61.

On motion it was,

Voted to approve Change Order #2 with NB Kenney on the Brookline High School Expansion Project for deferred maintenance in the amount of \$31,326.61.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### AUTHORIZATION TO HIRE

Question of approving the authorization to hire request for a Senior Office Assistant in the Treasury Division of the Finance Department.

On motion it was,

Voted to approve the authorization to hire request for a Senior Office Assistant in the Treasury Division of the Finance Department.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### AUTHORIZATION TO HIRE

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Question of approving the authorization to hire request for a Senior Maintenance Craftsperson/Plumber in the Building Department.

On motion it was,

Voted approving the authorization to hire request for a Senior Maintenance Craftsperson/Plumber in the Building Department.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

AUTHORIZATION TO HIRE

Question of approving the authorization to hire request for the following positions within the Library:

(2) Librarian III: Youth Services Supervisor

Librarian II: Reference Librarian (Tech)

On motion it was,

Voted to approve the authorization to hire request for the following positions within the Library:

(2) Librarian III: Youth Services Supervisor

Librarian II: Reference Librarian (Tech)

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

AUTHORIZATION TO HIRE

Question of approving the authorization to hire request for the Manager of Digital Services (T-13) in the Information Technology Department.

On motion it was,

Voted to approve the authorization to hire request for the Manager of Digital Services (T-13) in the Information Technology Department.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

AUTHORIZATION TO HIRE

Question of approving the authorization to hire request for the Deputy Superintendent, Commander of the Traffic/Records Division within the Police Department.

Board member Fernandez noted there is some flexibility with this position because it is non-civil service. He inquired about making this position interim until a new Chief can make the appointment.

Mr. Kleckner noted the need to fill this position and the creation it provides for other promotions below this level. He added there are qualified candidates within the department at this time. It was noted that this is to authorize the hiring for the position; a candidate has not been selected.

On motion it was,

Voted to approve the authorization to hire request for the Deputy Superintendent, Commander of the Traffic/Records Division within the Police Department.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

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AUTHORIZATION TO HIRE

Question of approving the authorization to hire request for the Cannabis Licensing and Mitigation Coordinator position in the Select Board Office.

On motion it was,

Voted to approve the authorization to hire request for the Cannabis Licensing and Mitigation Coordinator position in the Select Board Office.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

ENTERTAINMENT LICENSE

Question of approving entertainment license for Brookline Music School One Day Entertainment License to the Arts Brookline / Brookline Music School for the Brookline Porchfest 2021.

On motion it was,

Voted to approve entertainment license for Brookline Music School One Day Entertainment License to the Arts Brookline / Brookline Music School for the Brookline Porchfest 2021.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

TEMPORARY ALL ALCOHOL BEVERAGES NON SALES LICENSE

Question of approving a Temporary All Alcohol Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Sunday, September 5, 2021 for Wedding Reception from 5:30PM – 11:00PM at 15 Newton Street. 130 people expected to attend.

On motion it was,

Voted to approve a Temporary All Alcohol Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Sunday, September 5, 2021 for Wedding Reception from 5:30PM – 11:00PM at 15 Newton Street. 130 people expected to attend.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

TEMPORARY ALL ALCOHOL BEVERAGES NON SALES LICENSE

Question of approving a Temporary All Alcohol Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Wednesday, September 15, 2021 for Corporate Summer Party from 12:30PM – 4:30PM at 15 Newton Street. 200 people expected to attend.

On motion it was,

Voted to approve a Temporary All Alcohol Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Wednesday, September 15, 2021 for Corporate Summer Party from 12:30PM – 4:30PM at 15 Newton Street. 200 people expected to attend.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

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TEMPORARY ALL ALCOHOL BEVERAGES NON SALES LICENSE

Question of approving a Temporary All Alcohol Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Wednesday, September 22, 2021 for Memorial Service from 1:30PM – 7:00PM at 15 Newton Street. 300 people expected to attend.

On motion it was,

Voted to approve a Temporary All Alcohol Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Wednesday, September 22, 2021 for Memorial Service from 1:30PM – 7:00PM at 15 Newton Street. 300 people expected to attend

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

TEMPORARY WINE AND MALT BEVERAGES SALES LICENSE

Question of approving a Temporary Wine and Malt Beverages Sales License to The Hellenic Association of Boston a/k/a Annunciation Greek Orthodox Cathedral of N.E. to be held on Saturday, September 18, 2021 from 12pm-10pm and Sunday, September 19, from 12:00PM – 6:00PM for Cathedral Festival, 162 Goddard Ave. 1200 - 1500 people expected to attend.

On motion it was,

Voted to approve a Temporary Wine and Malt Beverages Sales License to The Hellenic Association of Boston a/k/a Annunciation Greek Orthodox Cathedral of N.E. to be held on Saturday, September 18, 2021 from 12pm-10pm and Sunday, September 19, from 12:00PM – 6:00PM for Cathedral Festival, 162 Goddard Ave. 1200 - 1500 people expected to attend.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

ALTERNATE MANAGER

Question of approving the application for an alternate manager, Kera Duguay, at Sanctuary Medicinals, 1351 Beacon Street.

On motion it was,

Voted to approve the application for an alternate manager, Kera Duguay, at Sanctuary Medicinals, 1351 Beacon Street.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

CALENDAR

SUSTAINABILITY UPDATE

Presentation and update on sustainability initiatives in Brookline from Tom Barrasso, Director of Sustainability.

Tom Barrasso gave a presentation. (PowerPoint in packet)

Highlights:

- Introductions



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- Strategic Action Plan And Development
- Strategic Action Plan Areas of Focus
- Strategic Action Plan Funding
- Strategic Action Plan progress to date

The board thanked Mr. Barrasso for the presentation and offered taking steps to promote what Brookline is doing as a community to reduce our carbon footprint. The board acknowledged the commitment to sustainability and the efforts needed to continue to reach the Town's goals.

#### INDIGENOUS PEOPLE'S DAY UPDATE

Update on the Indigenous People's Day Celebration in Brookline.

Board member Fernandez introduced Rachel Halsey, Chair of the Indigenous peoples Day celebration Committee, as well as the Executive Director of the North American Indian Center of Boston.

Raquel Halsey updated the Board that the committee has been working with Boston Athletic Association to make sure we are honoring this day in a good way and good partnership. The celebration will be Saturday October 9, 2021 2-4pm at the Ridley school. She reviewed the events.

#### BOSTON MARATHON

Question of approving a special use permit for the Boston Athletic Association's Boston Marathon on Monday, October 11, 2021.

Board member Fernandez updated the Board that he has had extensive zoom meetings with the BAA officials in efforts to help understand the controversy around the Indigenous People's Day and the BAA Marathon event.

BAA representatives Stuart Wall, Jack Fleming, and Thomas Gilk provided the board with an update on their efforts to include and acknowledge Ingenious People's Day. They have meet with Indigenous Peoples' groups and added that they, in no way had any intention of taking away from their day of celebration or the importance of that day. Mr. Fleming provided an update on their efforts to incorporate this celebrated day into their program.

Board member Fernandez added, we have to normalize when we do wrong, and acknowledge that. He inquired about adding a native person into their governing board, noting would require a board vote.

Tom Grilk added this a learning process. Members of the BAA vote for members of governors. They will proceed with representing various groups, which will likely include indigenous groups.

On motion it was,

Voted to approve a special use permit for the Boston Athletic Association's Boston Marathon on Monday, October 11, 2021.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

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BROADBAND PRESENTATION

Brookline broadband initiative presentation from Shira Fischer and Matt Wilde.

Shira Fischer explained this is a committee made up of interested members of the community in an unofficial capacity. The committee includes various members of the community. We have put together this committee and come up with a plan to consider improving broadband in Brookline and making it available more widely and at a better price.

Ms. Fischer gave a PowerPoint presentation.

Highlights:

- Increased demand from video conferencing
- Many community members are struggling with slow internet
- Provide a municipal internet service
- Goals to increase availability, affordability and accessibility
- Provide a market and feasibility study via RFP

Committee member Matt Wilde added that this plan is based on best practices from other communities. The time is right for this opportunity.

Ms. Fischer spoke on infrastructure and what would be the best way to start this. The RFP could provide some options and define a set of plans.

The Board thanked everyone for the presentation.

LODGING HOUSE - TRANSFER AND NEW AGENT

Question of approving the application for a Transfer Lodging House of a single dwelling from Brian Austin d/b/a The Sewall Inn to Sewall Holding, LLC at 92 Sewall Ave. This location has three floor and a total of 15 rooms.

Attorney Boudreau reviewed the application. All papers were in order.

On motion it was,

Voted to approve the application for a Transfer Lodging House of a single dwelling from Brian Austin d/b/a The Sewall Inn to Sewall Holding, LLC at 92 Sewall Ave. This location has three floor and a total of 15 rooms.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

LODGING HOUSE AGENT

Question of approving the application for a new Lodging House Agent Mr. Michael Sellers with Sewall Holding, LLC at 92 Sewall Ave.

Attorney Boudreau reviewed the application. All papers are in order.

On motion it was,

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Voted to approve the application for a new Lodging House Agent Mr. Michael Sellers with Sewall Holding, LLC at 92 Sewall Ave.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### CHANGE OF LLC MANAGER

Question of approving the application of a Change of LLC Manager from Elias Patoucheas to Patrick Carney Jr. and Francis Xavier Jude Lynch for Brookline Food & Beverage, LLC d/b/a Hilton Garden Inn Boston Brookline at 700 Brookline Avenue.

Attorney Boudreau noted that Mr. Patoucheas is retiring and reviewed the application. All papers were in order.

On motion it was,

Voted to approve the application of a Change of LLC Manager from Elias Patoucheas to Patrick Carney Jr. and Francis Xavier Jude Lynch for Brookline Food & Beverage, LLC d/b/a Hilton Garden Inn Boston Brookline at 700 Brookline Avenue.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### CHANGE OF MANAGER OF RECORD - COUSINS CORP

Question of approving the application of a Change of Manager from Dursun Erdem to Ahmet Ozseferoglu for Cousins Restaurant Corp d/b/a Anatolian Buffet and Kebob at 305 Washington Street.

Attorney Jacob Walters, representing the applicant noted the applicant is an original owner of the restaurant, and recently became a US citizen allowing him to become a manager of the establishment. Mr. Ozseferoglu has been at the restaurant since 2003.

On motion it was,

Voted to approve the application of a Change of Manager from Dursun Erdem to Ahmet Ozseferoglu for Cousins Restaurant Corp d/b/a Anatolian Buffet and Kebob at 305 Washington Street.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### CHANGE OF MANAGER OF RECORD - COUNTRY CLUB

Request of approving the application of a Change of Manager from David B. Chag to Kristen B. LaCount for The Country Club d/b/a The Country Club at 191 Clyde Street.

Kristen B. LaCount was present and announced that she is the new General Manager and has inherited the liquor license responsibility for the club.

On motion it was,

Voted to approve the application of a Change of Manager from David B. Chag to Kristen B. LaCount for The Country Club d/b/a The Country Club at 191 Clyde Street.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

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BOARDS AND COMMISSIONS - INTERVIEWS

The following candidates for appointment/reappointment to Boards and Commissions will appear for interview:

Tree Planting Committee

Pamela Templer

Pamela Templer is a Professor in the Department of Biology at Boston University since 2005. In her lab, they examine the effects of climate change, air pollution, and urbanization on the health of trees and soils, and biogeochemical cycling of carbon, nitrogen, phosphorus, and water in urban and rural ecosystems in order to improve air and water quality. She is interested in helping the Brookline Tree Committee integrate its goals with the new Brookline Urban Climate Resiliency Master Plan.

Park and Recreation Commission

Theresa Mooney

Theresa Mooney and her family are frequent park and recreation users. She works in educational equity education and as a director, encourages educators to participate in elected positions in their home communities. Ms. Mooney has familiarized herself with community organizations.

SPECIAL TOWN MEETING WARRANT ARTICLES

Discussion of any Warrant Articles to be filed by the Select Board for the Special Town Meeting including but not limited to:

- Civil Service revocation
- Select Board licensing delegation
- Gun sales
- Hybrid Town Meetings
- Marijuana retail licensing cap

Melissa Goff reviewed that a few of these items are a work in progress. This is a review of proposed articles to be filed by the Select Board.

Civil Service revocation: Town Administrator Kleckner announced that this revocation materialized out of the policing and reform process. He evaluated how the town could revoke participation in civil service. It has been done in several communities nearby. There is no draft at this time; he is working on authorization for a home rule petition.

Select Board member Greene asked why is this only pertaining to Police and not Fire departments.

Mr. Kleckner responded that local communities only worked on Police; it has been acutely effected in the Police Department. There has been no discussion on Fire at this time.

Board Member VanScoyoc agreed with Mr. Greene, he thought the Fire department would be included in this petition. Since it was not discussed at the onset, he is not comfortable with just submitting police without Fire as well. He feels there is room to add Fire to the petition

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Chair Hamilton updated the board on her discussions with the Norwood Police Chief who went through the process of removing both Police and Fire from Civil Service. She found his reasoning to include police only compelling.

Board member Fernandez agrees there was not much in conversations about the Fire Department, why change course at this late hour, two days before the warrant closes.

Board member VanScoyoc.

State Representative Tommy Vitolo encouraged the Select Board and Town Meeting to think carefully before you ask, and ask for what you want to change. Once the documents are in legislation they are difficult to change.

The board discussed adding Police and/or Fire on the article or having two separate articles, one for police and one for fire.

On motion it was,

Voted to file a warrant article removing the Town from both Police and Fire Civil Service.

Aye: Bernard Greene, John VanScoyoc

Against: Heather Hamilton, Raul Fernandez, Miriam Aschkenasy

MOTION FAILED

On motion it was,

Voted to file a warrant article removing Police from Civil Service

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Chair Hamilton apologized for the miss communication.

Select Board licensing delegation: Melissa Goff reviewed the process. The board is seeking to delegate the authority to another entity; we had talked previously at the board meeting about whether or not we would be filing one article or two articles. The first step is putting through your petition; the second step is to craft the mechanism that would be providing the license authority.

Representative Vitolo offered providing as much flexibility to the legislature as possible to make it easier to get something across the finish line.

Gun sales: Ms. Goff reviewed this is moratorium on gun sales. There had been a working group of staff and few members of the community that were working on some legislation around gun sales. Staff was feeling that there is still some work need on these articles.

Mr. Kleckner reviewed when the issue of a gun store going into Newton that prompted some community concerns and the Planning Department began to work on that, using the Newton model. He supports a moratorium as a temporary measure.

Associate Town Counsel Jonathan Simpson reviewed that he has been working with the citizen petitioners on their article. He feels the extra time under the moratorium would allow more time to strategize the language. The board could choose to go the petitioner's route.

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Board member Aschkenasy clarified that there are 2 warrant articles and the citizen petitioners are opposed to the moratorium.

Janice Kahn, TMM#15 clarified that her petition is no way the same as Newton's zoning ordinance. That was a reactive ordinance that was put together, they are not being reactive, and they are being proactive. The working group provided a thoughtful and reasonable zoning article.

The Board spoke on the message a moratorium could send. The citizen's petition is ready to go and their work was thorough. The Board supported the citizen's petition, and decided not to put forth the moratorium article.

Hybrid Town Meetings: Former Town Moderator, Sandy Gadsby reviewed that the legislation that permits fully virtual town meetings will expire before the end of the year, and many of us believe that some provision ought to survive, that permits town meeting members and other participants in our representative town meetings to participate remotely as a as opposed to in person. This legislation would validate hybrid town meetings, which would permit town meeting members and other participants to at their own election, to participate either remotely or in person. The determination of whether a meeting is going to be a hybrid meeting is made by the select board because there may be some circumstances under which we do not want a hybrid meeting to be held and that decision should be with the select board.

Marijuana retail licensing cap: Cannabis Coordinator Monique Baldwin reviewed the article that includes the addition two new marijuana licenses specifically for retail establishments. In addition, it references those two licenses only being available to applicants that are part of an equity policy that has yet to appear before you; it is the next agenda item.

Board member Fernandez noted that Disadvantage Business Enterprise language should be stricken; they have not spoken about that.

Chair Hamilton added there is some misconception that if we approve this article and it is adopted by town meeting, we have to award the licenses that is not the case.

Board member Aschkenasy clarified these two licenses would only be considered for equity applicants, not just two more licenses, these licenses are very narrow in who would qualify for them with a very clear focus on why we are offering these two licenses.

Richard Strock spoke against the cap increase. He and others feel it is motivated by a complaint from an individual that is a minority and feels the social equity component is concerning because this person has shops elsewhere. He does not see the social equity component here. The added 2 licenses increases the amount by 100%. He also spoke on the effects of marijuana on school-aged kids.

Donelle O'Neal added this increase allows those that had a missed opportunity a chance at these licenses.

#### MARIJUANA LICENSING AND RACIAL EQUITY POLICY

Discussion and possible vote on the equity policy for marijuana licenses.

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Board member Fernandez explained that no one is interested in seeking legislation to support one individual. The person previously referred to does not have social equity status and is not authorized for this license. They are trying to reach equity goals.

#### AMERICAN RESCUE PLAN FUNDING

Discussion of American Rescue Plan process and priorities.

Question of considering a request from the School Committee for American Rescue Plan funding for the Driscoll School energy system.

Mr. Kleckner updated the board that Norfolk County will be dispersing ARP funds to Brookline. They developed a system to apply for the funds. Brookline anticipates receiving \$11 million from Norfolk County. The Brookline Foundation has indicated helping us engage with the public and offered technical assistance to those needing assistance to apply for ARP funds.

School Committee Helen Charlupski introduced Sam Rippin, the new Superintendent of Finance. She is seeking an opportunity to work together to get funding to get to a 20% carbon footprint energy reduction.

Matt Gillis, School Department Project Manager, gave a presentation related to a geo thermal system at the Driscoll School.

- Background – original bid came in over budget- took geo thermal out
- Now price increased 39% over bid price at \$5.7 million
- Reviewed benefits of a geo thermal heating/cooling system
- Need a decision by October 12<sup>th</sup> to stay within project timelines
- Seeking APR funds

Chair Hamilton added that the APR funds are intended for Covid related or equity related items.

The board discussed concern with the amount of money that is being sought that is not Covid related. These funds should be first allocated to those in need right now.

Board member VanScoyoc supports borrowing the funds for this important climate project. He calculated that ask would only be about \$2.9 million because the alternate system is already included in the budget.

Helen Charlupski indicated that there are other buckets tied to ARP funds where this could fit. She asked about the Town School partnership where any incoming funds are split. She asked about the Norfolk County funds.

Mr. Kleckner noted that the revenue recovery formula which has a lot more flexibility, and I think the Board and the school committee/town school partnership could decide how did how to deal with that, but, this is the same pot of money.

The board discussed seeing all the applications on the table for review before making any funding commitments.

Board member VanScoyoc hopes they can figure out how much the town side can come up with and how much the school side can come up with to support the geo thermal system.

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HYBRID MEETING DISCUSSION

Discussion of hybrid public meetings and returning to in person public meetings.

Board member Aschkenasy indicated that it would be extremely challenging for her to participate at an in-person meeting when everyone is wearing masks and she can't lip read.

The board d agreed this is a conservative approach due to the anticipated Covid surge with schools opening, in addition to Miriam's concerns.

The Chair will put out an announcement on the Town Meeting bulletin site.

The Select Board meeting will remain remotely until the mask requirements are lifted.

BOARDS AND COMMISSIONS - APPOINTMENTS

The following candidates for appointment/reappointment to Boards and Commissions:

Transportation Board

On motion it was,

Voted to appoint Brian Kane to the Transportation Board for a term ending August 31, 2024 or until a successor can be appointed.

Voted to appoint Wendy Friedman to the Transportation Board for a term ending August 31, 2024 or until a successor can be appointed.

Voted to appoint Shonali Gaudino to the Transportation Board for a term ending August 31, 2022 or until a successor can be appointed.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Building Commission

On motion it was,

Voted to re-appoint Janet Fierman to the Building Commission for a term ending August 31, 2024 or until a successor can be appointed.

Voted to re-appoint Nathan Peck to the Building Commission for a term ending August 31, 2024 or until a successor can be appointed.

Voted to re-appoint Karen Breslawski to the Building Commission for a term ending August 31, 2023 or until a successor can be appointed.

Voted to re-appoint George Cole to the Building Commission for a term ending August 31, 2022 or until a successor can be appointed.

Voted to re-appoint Janet Fierman to the Building Commission for a term ending August 31, 2024 or until a successor can be appointed.



## 7.A.

In Select Board

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Voted to re-appoint Kenneth Kaplan to the Building Commission for a term ending August 31, 2022 or until a successor can be appointed.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### Redistricting Committee

On motion it was,

Voted the slate proposed by Chair Hamilton

P1 Neil Gordon

P2 Kimberly Richardson

P3 Mary Dewart

P4 Jenny Raitt

P5 Cindi Drake

P6 Jeff Rudolph

P7 Ilan Wapinski

P8 Isaac Silberberg

P9 Cathy Loula

P10 Elizabeth Shafer

P11 Shira Fisher

P12 Stephanie Bruce

P13 Dave Gacioch

P14 Sassan Zehlke

P15 Michael Berger

P16 Nathan Shpritz

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### Tree Planting Committee

On motion it was,

Voted to appoint Pamela Templer to the Tree Planting Committee for a term ending August 31, 2023 or until a successor can be appointed.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

There being no further business, the Chair ended the meeting at 10:33 pm

ATTEST



# Town of Brookline

## Massachusetts

### Authorization To Hire Request Form

1. Position **TITLE:** Clinical Social Worker II Grade: T-03
2. Department: COA Division: \_\_\_\_\_
3. Position Control #: 540000013 Prior Incumbent: Sharon Devine
  - a. Reason for Leaving: Retirement
4. Budgetary Information:
 

Department Code: 54105410 Budget Code: 510101 % 53.3/46.7

☒ Grant Funded-Name of Grant: Alzheimers Respite ☐ Revolving Fund ☐ Enterprise Fund
6. Employment Type:
 

☒ Full-Time: # of hours/week: 37.5 ☐ Part-Time: # of hours/week: \_\_\_\_\_

☒ Permanent ☐ Temporary: expected end date (required) \_\_\_\_/\_\_\_\_/\_\_\_\_
7. Method of Fill:
 

☐ Promotion – To be Posted Internally from: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

☒ New Hire ☐ Transfer – Please explain: \_\_\_\_\_
8. List the top three essential functions of this position:
  1. Provides counseling to older adults and their families.
  2. Assesses needs and implements plan to keep older adults independent.
  3. Provides resources and support to older adults and their families.
9. I have considered the following alternatives to filling this position:
 

n/a

\_\_\_\_\_

\_\_\_\_\_
10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-
 

This position is critical and provides essential services for the Council on Aging.

\_\_\_\_\_

\_\_\_\_\_

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with recruiting websites and multiple targeted affinity group job boards, professional groups and diversity recruiting sites.

12. Please attach the current position description.

13. Signatures:

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources Director: \_\_\_\_\_ Date: \_\_\_\_\_

Town Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

14. Approvals:

Date on BOS Agenda: \_\_\_\_\_

Date Approved: \_\_\_\_\_

15. Notes:



## Brookline Contributory Retirement System

*Board Members*  
Gary Altman, Chairman  
Jeana Franconi  
Michael F. DiPietro  
John Canney  
Rob Ward

*Staff*  
Frank Zecha, Director  
Maryruth Capite  
Deputy Director of Finance  
AnnMarie Ferry  
Administrative Assistant

### **MEMORANDUM**

TO: Ruthann Dobek

FROM: Maryruth Capite

RE: Retirement Notification

DATE: August 24, 2021

---

The Brookline Retirement System has received an application for a superannuation retirement from Ms. Sharon Devine an active member of the Brookline Council on Aging, with an effective date of retirement of August 31, 2021 at 11:59PM. Her first retirement check will be October 31, 2021 retroactive back to her date of retirement.

CC: A. Braga  
L. Noble  
K. Toleno  
V. Fitzgerald  
M. Slattery  
A. Ferry  
F. Zecha

## CLINICAL SOCIAL WORKER II

Grade T-03

**Position Purpose:**

The purpose of this position is to provide administrative, supervisory and clinical casework services to the senior citizens of Brookline. Provides outreach and home-based clinical and case management services, makes appropriate referrals and offers assistance with social, medical, legal and financial services. The incumbent performs all other related work as required

**Supervision:**

*Supervision Scope:* Performs highly responsible functions requiring a high level of initiative and judgment in providing assistance and making referrals to senior citizens.

*Supervision Received:* Works under the general supervision of the Supervisor of Services. Meets regularly with the Supervisor of Services to discuss cases. Confers with his/her supervisor when unusual situations arise.

*Supervision Given:* Has day-to-day supervisory responsibility for Clinical Social Worker I employees and for volunteers. Responsibility involves providing assistance and direction to the Clinical Social Worker I employees and volunteers, but does not extend to hiring, firing and disciplining employees.

**Job Environment:**

Some work is performed under typical office conditions; home visits require travel and exposure to various weather conditions. During home visits incumbent may have exposure to communicable diseases and other health and safety risks.

Operates automobile, computers, printers, telephone, and other standard office equipment.

Has frequent contact with recipients of services, health care providers, community agencies, nursing homes, retirement communities, assisted living facilities, various social welfare agencies, landlords, attorneys, clergy, volunteers, the general public and other town departments. Contacts involve discussing the needs of the service recipient.

Has access to confidential information regarding service recipients.

Errors could result in reduced levels of service to the community.

**Essential Functions:**

*(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)*

Provides direction to and oversees the Clinical Social Worker I employees. Has supervisory responsibility for volunteers that assist the Clinical Social Workers.  
Compiles and prepares manually and by computer various reports.

Town of Brookline, MA  
Clinical Social Worker II  
1

## 7.B.

Provides outreach and home-based clinical and case management services to help elderly clients to remain in their own homes. Makes appropriate referrals to meet client's needs.

Responsible for ensuring that the Resource Book contains accurate and current information relating to local and state resources for clients and other community members. Regularly updates the Resource Book.

Provides information and referral services to elderly clients, families and long-distance caregivers.

Conducts psychosocial and situational assessments to identify problems, eligibility for assistance and need for services. Develops service plan with clients to address goals and resolve problems.

Provides crisis intervention and short-term counseling to clients, their families and caregivers.

Monitors and provides support to clients who may be depressed or experiencing other mental health issues.

Investigates referrals regarding elders at risk, elder abuse or self-neglect. Works closely with state and local agencies regarding mandated reporting of elder abuse.

Coordinates client care with other service providers and monitors care provided to clients. Communicates with other professionals and volunteers to coordinate meeting client needs.

Serves as liaison with community agencies and as an advocate for elderly clients within health care and other systems.

Responds appropriately to client's concrete needs such as housing, medical, financial, and legal issues. Helps clients with housing problems through the exploration of appropriate options. Assists with appropriate placement in assisted living facilities and nursing homes. Offer guidance in identifying alternative housing options and facilitate transitions for elderly clients.

Participates in interagency case presentations and meetings to facilitate coordination of services to elders at risk.

Organizes and facilitates support groups pertaining to a particular need or concern of the elderly.

Maintains confidential client records and reports.

Attends relevant workshops and in-service activities to keep current in the field and maintain professional licensure.

Opens, closes, and secures the department building as needed.

Performs similar or related work as required, directed or as situation dictates.

*Town of Brookline, MA  
Clinical Social Worker II*

2

**Recommended Minimum Qualifications:**

Education, Training and Experience:

Master's in Social Work required with expertise in Gerontology and two years related experience; L.C.S.W. within 6 months of employment required.

Knowledge, Ability and Skill:

*Knowledge:* Knowledge of services and resources available to the elderly. Knowledge of related state and federal laws and regulations. Knowledge of database applications.

*Ability:* Ability to work with individuals, families and community agencies. Ability to work with elderly clients who are resistant or angry. Ability to coordinate and monitor client care. Ability to compile various computerized reports.

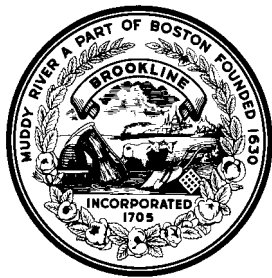
*Skill:* Strong supervisory skills. Good clinical casework and counseling skills. Must have crisis intervention skills. Skill in all of the above listed technology, tools and equipment.

Physical Requirements:

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Tasks may involve extended periods of time at a keyboard or workstation. Vision and hearing at, or correctable to normal ranges is necessary. Must be able to drive an automobile. Must be able to access client's homes, including climbing stairs when necessary. Must be able to communicate verbally. Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

*(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.)*



# *Town of Brookline*

## *Massachusetts*

**Department of Planning and  
Community Development**

Town Hall, 3<sup>rd</sup> Floor  
333 Washington Street  
Brookline, MA 02445  
(617) 730-2130 Fax (617) 730-2442  
ASteinfeld@brooklinema.gov

**Alison C. Steinfeld**  
**Director**

**TO:** Select Board  
**FROM:** Alison Steinfeld, Planning Director  
**SUBJ:** Authorization to Hire—Zoning Coordinator-Planner  
**DATE:** September 9, 2021

---

Please be advised that Karen Chavez, our Zoning Coordinator-Planner, has submitted her resignation to pursue an opportunity in a neighboring community.

I am therefore requesting authorization to fill the position. Attached please find an Authorization to Hire Form together with the job description.

Thank you.





# Town of Brookline

## Massachusetts

### Authorization to Hire Request Form

1. Position **TITLE:** Zoning Coordinator/Planner Grade: GN-10
2. Department: Planning Division: Regulatory
3. Position Control #: 172000023 Prior incumbent: Karen Chavez
  - a. Reason for Leaving: accepted position in another community
4. Budgetary Information:
 

Department Code: YA Budget Code: 17201720 – 510101 % 100

Grant Funded-Name of Grant: \_\_\_\_\_ Revolving Fund Enterprise Fund
6. Employment Type:
 

Full-Time: # of hours/week: 37.5... Part-Time: # of hours/week: \_\_\_\_\_

Permanent Temporary: expected end date (required) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
7. Method of Fill:
 

Promotion- To be Posted Internally from: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

☒ New Hire Transfer- Please explain: \_\_\_\_\_
8. List the top three essential functions of this position:
  1. Provides staff support to the Zoning Board of Appeals (ZBA)
  2. Coordinates all administrative work of ZBA in compliance w/ statute, by-laws, & regulations
  3. Works with petitioners to discuss proposals and insure compliance with ZBA requirements
9. I have considered the following alternatives to filling this position:
 

Redirecting other Regulatory and administrative staff to fulfill responsibilities

\_\_\_\_\_

\_\_\_\_\_
10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-
 

Regulatory staff would focus exclusively on mandatory responsibilities, with no time available for

non-discretionary and proactive planning.


Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with recruiting websites and multiple targeted affinity group job boards. Professional groups and diversity recruiting sites.

12 Please attach the current position description.

13. Signatures:

Department Head Signature: 	Date: <u>9/8/21</u>
Human Resources Director: _____	Date: _____
Town Administrator: _____	Date: _____

14. Approvals:

Date on BOS Agenda: _____	Date Approved: _____
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15. Notes:

**ZONING COORDINATOR/PLANNER**

Grade GN-10

**PRIMARY PURPOSE**

Professional planning and administrative work in support of the Planning and Community Development and Building Departments, particularly the zoning functions as well other related work, as required.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

*The essential functions or duties listed below are illustrative of the type of work that is performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

Provides staff support to the Zoning Board of Appeals (ZBA) to insure that the ZBA meets statutory timelines and fulfills its responsibilities under MGL Chapters 40A and 40B and the ZBA's own regulations.

Coordinates the administrative tasks of the Planning and Community Development Department, Building Department and Town Clerk's Office to insure that the ZBA performs its functions in a timely and efficient manner that is consistent with statute, bylaw and regulation.

Oversees professional and administrative support to the ZBA involving scheduling, posting and noticing ZBA meetings; meets with Applicants to discuss their proposals; provides members with all relevant material in advance of the meeting or hearing; attends ZBA night meetings (typically once per week); takes minutes and posts them in a timely manner; prepares ZBA decisions; and files them with the Clerk's Office consistent with statutory deadlines.

Reviews ZBA applications and determines if they are complete and, if not, identifies deficiencies in the application prior to their submission to the Town Clerk.

Accepts final decisions from ZBA Chair, insures decisions are stamped by the Town Clerk; posts decisions to Town website, and provides notice of decision to appropriate property owners.

Maintains all ZBA records. Develops processes, procedures and tracking methods for ZBA-imposed conditions set forth in decisions to insure that the Applicant complies with said conditions and that appropriate Town officials and staff are aware of potential enforcement needs on an ongoing basis.

Prepares planning related reports, including zoning and land use as well as specific development proposals. Preparing reports and studies, collecting data on various planning, land use, and development issues; answering questions from the public by.

Preparing reports on cases for the Zoning Board of Appeals and Planning Board; presenting cases to the Boards; meeting with applicants, citizens, architects and lawyers to advise on design and planning processes.

Makes presentations to the Board of Appeals and is available to respond to questions and requests for information.

Performs site visits to analyze and assess proposed conditions in order to approve application..

Works with Planning and Building staff to verify compliance with ZBA conditions.

Assumes responsibility for tracking ZBA decisions that have a sunset clause or expiration date as well as tracking long-term conditions.

Attends meetings with staff and Applicants to provide input on scheduling, process, nature of the proposal, etc.

Providing support and technical assistance to the Planning Board, Zoning Board of Appeals and other boards and committees as assigned.

Performs all other work as required for the Planning and Community Development Department, including but not limited to: reviewing applications with other Town departments, boards and commissions for their comments; accepting amended or revised plans from Applicant; accepting and tracking mutual extensions of time; organizing and closing out past ZBA cases; providing assistance to Applicants and residents regarding zoning questions via phone, e-mail or in-person; working with other Planners to insure that land use policies and regulations are developed and applied in a comprehensive and coordinated manner; and participating in other Planning Department initiatives as needed.

#### **SUPERVISION**

Works under the direct supervision of the Assistant Director for Regulatory Planning within the Planning Department. Also works under the supervision of the Deputy Building Commissioner.

#### **WORK ENVIRONMENT**

Performs work in office conditions. Occasional outdoor site visits are required. The workload is relatively stable, but can fluctuate based on project deadlines, most of which are statutory in nature. The employee regularly attends evening meetings.

The employee operates computer, printer, scanner, telephone, copier, facsimile machine, hand held devices and all other standard office equipment.

The employee has contact with the general public, boards and committees, and Town departments in addition to Planning and Community Development, Building Town Clerk, and Town Counsel.

Errors, omissions and failure to comply with statutory deadlines may have significant adverse consequences, including financial loss to the Town and constructive approvals of potentially undesirable development proposals.

#### **RECOMMENDED MINIMUM QUALIFICATIONS**

##### **EDUCATION AND EXPERIENCE**

Bachelor's Degree in planning or associated discipline, Master's Degree preferred and two plus years of experience in at least one of the following professional areas: land use planning, development, or zoning; an equivalent combination of education and experience will be considered.

##### **ADDITIONAL REQUIREMENTS**

Valid Massachusetts Driver's License, Class D.

**KNOWLEDGE, ABILITY AND SKILL**

Knowledge of at least one of the following: general land use principles and practices, planning and zoning. Experience in administering Chapters 40A and 40B desirable.

Ability to work independently as well as part of an interdisciplinary or interdepartmental team and to understand and review plans.

Solid written and oral communication skills; strong interpersonal skills including the ability to use diplomacy and discretion when needed; and excellent organizational skills required.

Working knowledge of Microsoft Word and Excel as well as an ability and willingness to learn and apply new software programs including but not limited to the Town's ACELA program (a software program that monitors permitting).

**PHYSICAL REQUIREMENTS**

Tasks require the ability to exert light physical effort, which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight. Tasks may involve extended periods of time at a keyboard or workstation; the ability to view computer screens and print materials and verbal communication. Requires the ability to operate, maneuver and/or control the actions of equipment and/or materials used in performing essential functions.

*This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.*



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**

*Erin Gallentine*  
*Commissioner*

*Frederick W. Russell, PE*  
*Director*

## Interoffice Memorandum

To: Select Board

From: Frederick W. Russell, PE, Director of Water and Sewer

Date: September 3, 2021

Re: Contract PW/21-04 "Sewer System Rehabilitation Project"  
 Extra Work Order 1

cc: Mel Kleckner, Town Administrator  
 Erin Gallentine, Commissioner of Public Works

The Town received and opened bids for the Sewer System Rehabilitation Project, Contract PW/21-04, on April 6th, 2021. A total of four (4) bids were received. After a review of the bid documents, award of the Contract went to Green Mountain Pipeline Services, LLC, for the amount of \$835,200.00.

The bid prices received were substantially less than the amounts anticipated. To take advantage of these low bid prices, it is requested that approximately 7,030 linear feet of sewer main be added to the Cured-in-Place Lining Contract. The additional work would increase the monies spent by approximately \$164,361 from \$835,200 to \$999,561, as shown below:

Original Bid Amount:	\$835,200.00
Revised Contract Amount:	\$999,561.00
Increase Contract Amount:	\$164,361.00

DPW recommends approval of this extra work order to Green Mountain Pipeline Services, LLC. for the amount of \$164,361.00.

7.D.  
TOWN OF BROOKLINE

CONTRACT CODING APPROVAL FORM

DEPARTMENT: DPW/Engineering Division

Prepared by: FWR

Vendor Name: Green Mountain Pipeline, LLC

Vendor # 56195

Contract Name: Sewer System Rehabilitation

Contract # PW/21-04

Purpose of Contract/Description\*

Amount of Contract \$ 999,561.00

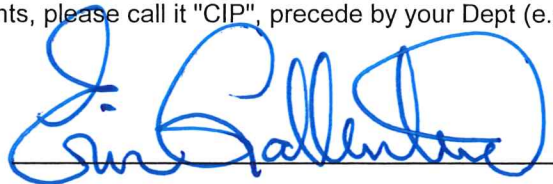
Installation of Cured-in-place liners for sewer pipe sizes ranging from 8"-36" along with heavy cleaning and TV inspection of sewer mains.

CODING

Org #	Org Name	Acct #	Acct Name	Amount
4997C200	Wastewater Imp	6C0005		\$ 164,361.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

\*For "K" or "C" accounts, please call it "CIP", precede by your Dept (e.g., 4909K001 would be "DPW CIP")

Department Head



Date

9/7/21

Comptroller and Purchasing Approvals

Funds Available/Codes Correct

  
Comptroller

9/7/2021  
Date Approved by Comptroller

Complies with Appropriate Procurement Law  
MGL ch 149, ch 30 30M, or ch 30B

  
Purchasing

9/7/21  
Date Approved by Purchasing



## EXTRA WORK ORDER #1

Ryan  
I, Van Schoick duly authorized representative of Green Mountain Pipeline Services LLC, Contractor, agree to the following extra work items under the Cured-in-Place Lining Contract PW 21-04:

**Sewer System Rehabilitation Contract**

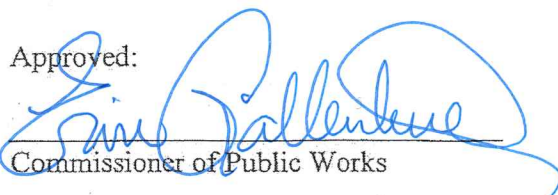
Sewer System Rehabilitation Contract included the rehabilitation of approximately 26,700 linear feet of 8-inch to 24x36-inch sanitary sewers via cured-in-place pipe (CIPP) lining that included approximately 4,000 linear feet of the 26,700 linear feet of pipe to be CIPP lined is for unknown sewers to be added at a later date by the Town. The total quantities and bid costs are listed in the table below. Since the bid prices came in below the anticipated costs the Town is requesting to add approximately an additional 6,955 linear feet of sewer main to the Contract. The revised quantities and costs associated with this work are listed in the table below.

		Contract	Contract				
	Item	Quantity	Unit Costs	Total	Adjusted	Adjusted	Total
Item No	Description	Footage (l.f.)	per l.f.	Costs	Footage (l.f.)	Costs	Costs
1A	8-inch CIPP:	15,000	\$25	\$375,000	6,769	\$169,225	\$544,225
1B	10-inch CIPP:	4,750	\$26	\$123,500	-42	-\$1,092	\$122,408
1C	12-inch CIPP:	3,750	\$30	\$112,500	-224	-\$6,720	\$105,780
1D	15-inch CIPP:	400	\$49	\$19,600	1,152	\$56,448	\$76,048
1E	18-inch CIPP:	2,300	\$51	\$117,300	-500	-\$25,500	\$91,800
1F	24"x36" CIPP:	500	\$140	\$70,000	-200	-\$28,000	\$42,000
2	Heavy Cleaning	3,400	\$3	\$10,200	0	\$0	\$10,200
3A	TV 6" - 10"	2,700	\$2	\$5,400	0	\$0	\$5,400
3B	TV 12" - 18"	800	\$2	\$1,600	0	\$0	\$1,600
3C	TV larger 18"	50	\$2	\$100	0	\$0	\$100
	TOTALS:	26,700		\$835,200	6,955	\$164,361	\$999,561


Approved:

9/14/21  
Date

Approved:

  
Commissioner of Public Works

Green Mountain Pipeline Services, LLC  
(Contractor)

 RYAN VAN SCHOICK  
Authorized Agent

\_\_\_\_\_  
Town Administrator





# Town of Brookline

## Massachusetts

**Department of Planning and  
Community Development**

Town Hall, 3<sup>rd</sup> Floor  
333 Washington Street  
Brookline, MA 02445-6899  
(617) 730-2130 Fax (617) 730-2442  
ASteinfeld@brooklinema.gov

**Alison Steinfeld  
Director**

**TO:** Devon Fields, Administrative Services Director  
**FROM:** Ewana Lindo-Smith, CD Administrator  
**DATE:** September 2, 2021  
**SUBJECT:** **Miscellaneous CDBG Items for the Select Board's  
September 14, 2021 Meeting**

-----  
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I request that the Select Board place on their Tuesday, September 14, 2021 agenda the following miscellaneous CDBG items:

- 1) *The question of approving and authorizing the Chair to execute the following FY2022 CDBG Sub-recipient Agreements:*

Agency	Activity	Account #	Budget
Council on Aging	Brookline TRIPPS Program	1824G022 510102 1824G022 558035	\$ 31,492.00
Brookline Center for Community Mental Health	BCCMH Case Management	1854G022 558062	\$ 60,000.00
Brookline Housing Authority	BHA Resident Capital Improvements	1807G022 6C0057	\$ 312,063.00
Steps to Success Inc.	Work Connections/Youth training Program	1803G022 558020	\$ 63,220.00
Brookline Housing Authority	BHA Resident Services – Self Sufficiency Program	1860G022 558009	\$ 37,109.00
Brookline Food Bank	Food Security	1853G022 558102	\$ 13,780.00

- 2) *The question of approving and authorizing the Chair to execute extensions to the following contracts:*

Agency	Activity	Account	Budget
Brookline Food Bank	Food Security – CDBG-CV	1720SGA4 558102 1853G021 558102	\$ 475,663.00
Brookline Center for Community Mental Health	Safety Net Program – CDBG-CV	1720SGA4 558063	\$ 325,000.00
Economic Development/Long Term Planning Division	Business Assistance Program – CDBG-CV	1730SGA4 558063	\$ 300,000.00
Brookline Council on Aging	Food Delivery for Seniors – CDBG-CV	1720SGA4—510901	\$ 39,337.00
Brookline Housing Authority	FY 2021 Resident Health and Safety Projects	1807G021 6C0055 1807G021 6C0017	\$ 343,568.00

## 7.E.

3) The question of approving the following budgets for the CDBG Grant:

Agency	Activity	Account #	Budget
Program Management	Program Administration	1801G022	\$ 162,351.00
		1804G022	\$ 107,803.00
Housing	Housing Administration	1805G022	\$ 285,939.00
	Affordable Housing	1899G022 558084	\$ 116,920.00
Department of Public Works	Audible Pedestrian Signals	1832G022 6T0021	\$ 150,000.00
Brookline Improvement Coalition	Capital Needs Assessment	1803G022 558020	\$ 10,000.00
Department of Planning and Community Development	Economic Development - Small Business Assistance Program	1859G022 558103	\$ 20,000.00

4) The question of approving the following budget reallocations for the CDBG Grant:

Transfer from - FY 20 Activities	Amount	Account #
CD Administration	\$ 7,971.10	1801G020
Youth Training	\$ 513.40	1803G020
Comprehensive Planning	\$ 3,841.19	1804G020
Housing Division	\$ 13,175.08	1805G020
BCCMH Facilities	\$ 30,641.00	1887G020
<b>TOTAL</b>	<b>\$ 56,141.77</b>	
Transfer to - FY 20 Activity	Amount	
Affordable Housing	\$ 56,141.77	1899G020

If you have any questions regarding this matter, please do not hesitate to contact me.

cc: Janice LaVoie  
Joe Viola

## **One Day Temporary Alcohol license**

Applicant: Karen Hasenfus  
DBA: Larz Anderson Auto Museum  
Location: 15 Newton Street

### **Application Details:**

A Temporary Wine and Malt Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Saturday, September 18, 2021 for Memorial Service from 3:30PM – 7:00PM at 15 Newton Street. 70 people expected to attend.

A Temporary All Alcohol Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Friday, September 17, 2021 for Wedding Reception from 4:30PM – 11:00PM at 15 Newton Street. 50 people expected to attend.

A Temporary All Alcohol Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Sunday, September 19, 2021 for Wedding Reception from 6:00PM – 11:00PM at 15 Newton Street. 135 people expected to attend.

### **Report:**

Police Department (Approved)



MARK P. MORGAN  
ACTING CHIEF OF POLICE

## BROOKLINE POLICE DEPARTMENT

*Brookline, Massachusetts*

TO: Acting Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 7 September 2021

RE: Temporary Wine and Malt Beverage – One Day Permit – Non-Sales – 9/18/2021  
Larz Anderson Auto Museum

Sir,

The Larz Anderson Auto Museum, through Operations and Events Manager Karen Hasenfus, has applied for a Section 14 One Day Permit for Wine and Malt Beverages for a Memorial Service to be held on Saturday, September 18th, 2021, from 3:30 PM to 7:00 PM.

Ms. Karen Hasenfus and/or Ms. Sylvia Passley-Harris will be the responsible managers on site for this event and will ensure compliance with all applicable federal, state, and local laws, regulations, ordinances, and any conditions on the permit, as well as previously discussed conditions.

The event is not open to the public, no admission fee will be charged, and guests will not be charged for alcoholic beverages. Organizers are expecting no more than 75 guests to attend. A Crowd Manager Certificate has been submitted.

All alcoholic beverages at this event will be served by bartenders provided by LaBonne Maison Catering, (617) 923-1131, who employs certified Tips bartenders. The caterer has submitted a copy of their bartender certification in the safe service of alcohol. A copy of caterer's Certificate of Liability Insurance specifically naming the Town of Brookline as a holder of the certificate has been submitted.

A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. Detail Sgt. Heavey was notified of the application.

I see no reason to oppose this application.

Respectfully submitted,  
Lt. Michael P. Murphy #31



OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Mark Morgan, Acting Chief of Police  
FROM: Melvin Kleckner, Town Administrator  
RE: Temporary - One Day Alcohol License  
DATE: August 25, 2021

---

May we please have a report on the attached request for:

A Temporary **Wine and Malt** Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Saturday, September 18, 2021 for Memorial Service from 3:30PM – 7:00PM at 15 Newton Street. 70 people expected to attend.

This application will go before the Board on **September 14, 2021**. May we please have the report no later than **September 7, 2021**.

Thank you.

**TOWN OF BROOKLINE  
APPLICATION FOR A PERMIT TO SERVE ALCOHOLIC BEVERAGES ON  
TOWN PROPERTY (NON SALES / BEER & WINE ONLY)**

Date August 11, 2021

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

Memorial Service  
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held at the Larz Anderson Auto Museum  
(Name of Person of Organization)

15 Newton Street, Brookline MA 02445  
(Address of Person of Organization)

On the 18th day of September, 2021

Between the hours of 3:30 PM—7:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: Northrup Knox Title: President Address: 699 High Street Dedham

Name: William Keeney Title: Vice President Address: 2221 Washington St. Newton

Name: Mark Daniel Title: Treasure Address: 35 Priscilla Lane Quincy

**NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.**

- 1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?  
4 cases each wine and beer
- 2) What is the maximum number of people to attend? 50-75
- 3) What is the age group of people to attend? 70
- 4) Are you charging an admission fee? NO
- 5) Are you charging for alcoholic beverages? NO
- 6) Is the event open to the public? NO
- 7) Are tickets to the event available for purchase? NO



## 7.I.

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided LaBonne Maison Catering (617) 923-1131

9) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

Sylvia Passley Harris	Clyde St.	Brookline MA	05/26/1955
Karen Hasenfus	74 Main Street	Medfield MA	09/29/1954
(Name)	(Address)		(Date of Birth)

Telephone number: (617) 522-6547 (617) 283-7265

Email Address: khasenfus@larzanderson.org feonapassley@hotmail.com

**This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol0trelated incidents or occurrences a liquor liability policy naming the Town as an additional insured.**

**By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.**



Signature

Karen H Hasenfus  
Name Printed

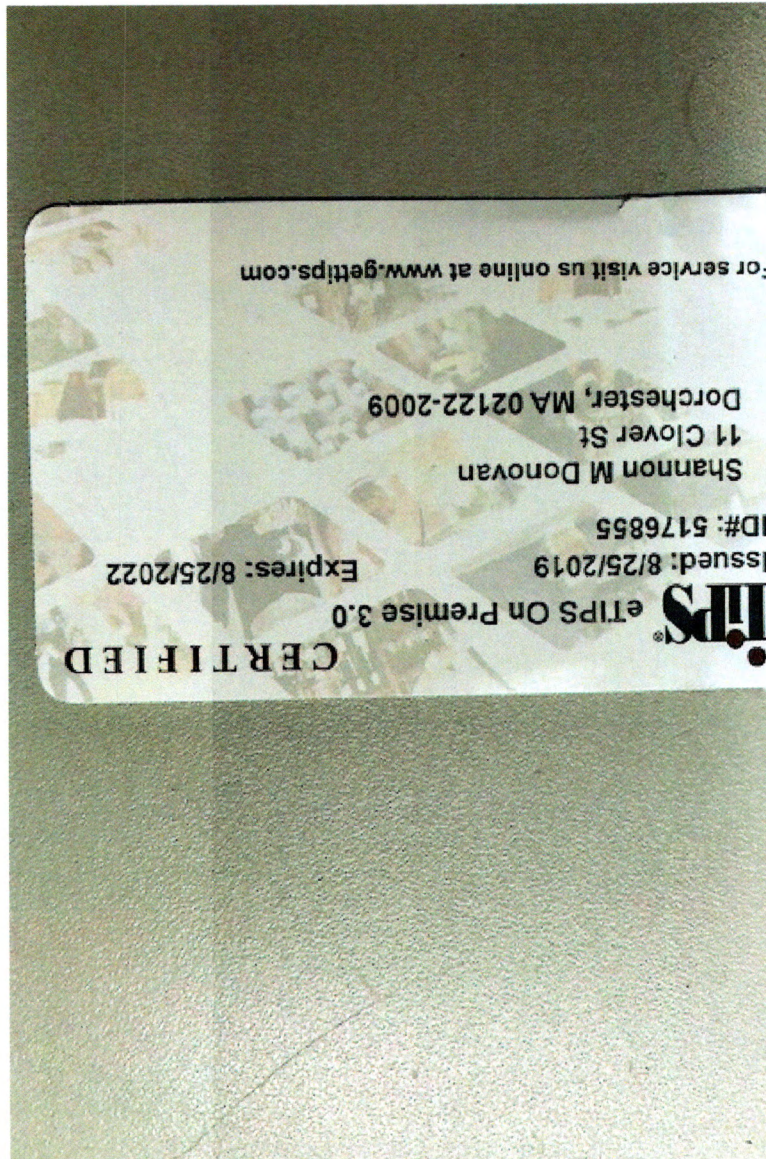
Operations and Events Manager  
Title (if on the behalf of an Organization)

15 Newton St. Brookline MA 02445  
Address

(617) 522-6547  
Telephone number(s)

khasenfus@larzanderson.org  
Email address(es)





7.I.



LABONNE-01

KMCDERMOTT

DATE (MM/DD/YYYY)

8/19/2021

# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Doctoroff Insurance Agency P.O. Box 135 Belmont, MA 02478	<b>CONTACT NAME:</b> Kathleen McDermott <b>PHONE (A/C, No, Ext):</b> (617) 484-0700 <b>E-MAIL ADDRESS:</b> kathleen@doctoroff.com		<b>FAX (A/C, No):</b> (617) 484-8568
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b>  La Bonne Maison, Inc. 367 A+B California Street Newton, MA 02458	<b>INSURER A:</b> The Travelers Indemnity Company of America		<b>NAIC #</b>
	<b>INSURER B:</b> The Charter Oak Fire Insurance Company		
	<b>INSURER C:</b> The Travelers Property Casualty Insurance Company of America		
	<b>INSURER D:</b> The Travelers Indemnity Company of Connecticut		
	<b>INSURER E:</b> General Star Indemnity Company		
	<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6809024C861	3/13/2021	3/13/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA8233C114	3/13/2021	3/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP4J009111	3/13/2021	3/13/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4K053558	3/13/2021	3/13/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Liquor Liability			IMA840780E	1/23/2021	1/23/2022	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional Insured: Town of Brookline 333 Washington Street Brookline, MA 02445

For an event to take place at the Larz Anderson Auto Museum on Saturday September 18, 2021

## CERTIFICATE HOLDER

## CANCELLATION

Town of Brookline  
 333 Washington Street  
 Brookline, MA 02445

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





MARK P. MORGAN  
ACTING CHIEF OF POLICE

# BROOKLINE POLICE DEPARTMENT

*Brookline, Massachusetts*

TO: Acting Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 7 September 2021

RE: Temporary All Alcohol – One Day Permit – Non-Sales – 9/17/2021  
Larz Anderson Auto Museum

---

Sir,

The Larz Anderson Auto Museum, through Operations and Events Manager Karen Hasenfus, has applied for a Section 14 One Day Permit for All Alcohol Beverages for a Wedding Reception to be held on Friday, September 17th, 2021, from 4:30 PM to 11:00 PM.

Ms. Karen Hasenfus and/or Ms. Sylvia Passley-Harris will be the responsible managers on site for this event and will ensure compliance with all applicable federal, state, and local laws, regulations, ordinances, and any conditions on the permit, as well as previously discussed conditions.

The event is not open to the public, no admission fee will be charged, and guests will not be charged for alcoholic beverages. Organizers are expecting no more than 50 guests to attend. A Crowd Manager Certificate has been submitted.

All alcoholic beverages at this event will be served by bartenders provided by Leo LaFarge Bartending, (617) 935-1169, who employs certified Tips bartenders. The caterer has submitted a copy of their bartender certification in the safe service of alcohol. A copy of caterer's Certificate of Liability Insurance specifically naming the Town of Brookline as a holder of the certificate has been submitted.

A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. Detail Sgt. Heavey was notified of the application.

I see no reason to oppose this application.

Respectfully submitted,  
Lt. Michael P. Murphy #31



Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445  
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Mark Morgan, Acting Chief of Police  
FROM: Melvin Kleckner, Town Administrator  
RE: Temporary - One Day Alcohol License  
DATE: August 25, 2021

---

May we please have a report on the attached request for:

A Temporary **All Alcohol** Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Friday, September 17, 2021 for Wedding Reception from 4:30PM – 11:00PM at 15 Newton Street. 50 people expected to attend.

This application will go before the Board on **September 14, 2021**. May we please have the report no later than **September 7, 2021**.

Thank you.

**TOWN OF BROOKLINE  
APPLICATION FOR A PERMIT TO SERVE ALCOHOLIC BEVERAGES ON  
TOWN PROPERTY (NON SALES ALL TYPES)**

Date August 13, 2021

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

Wedding Reception  
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held at the Larz Anderson Auto Museum  
(Name of Person or Organization)

15 Newton Street, Brookline MA 02445  
(Address of Person or Organization)

On the 17th day of September, 2021

Between the hours of 4:30 PM—11:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: Northrup Knox Title: President Address: 699 High Street Dedham

Name: William Keeney Title: Vice President Address: 2221 Washington St. Newton

Name: Mark Daniel Title: Treasure Address: 35 Priscilla Lane Quincy

**NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.**

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?

2 cases each wine and beer and 2 bottles each of other type

2) What is the maximum number of people to attend? 50

3) What is the age group of people to attend? 40

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO



## 7.I.

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided Leo LaFarge Bartending (617-935-1169 )

9) State whether of not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

Sylvia Passley Harris	Clyde St.	Brookline MA	05/26/1955
Karen Hasenfus	74 Main Street	Medfield MA	09/29/1954
(Name)	(Address)		(Date of Birth)

Telephone number: (617) 522-6547 (617) 283-7265

Email Address: khasenfus@larzanderson.org feonapassley@hotmail.com

**This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol0trelated incidents or occurrences a liquor liability policy naming the Town as an additional insured.**

**By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title (if on the behalf of an Organization)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone number(s)

\_\_\_\_\_  
Email address(es)



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
08/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Pompeo & Sons Insurance Agency, Inc 464 High Street Medford, MA 02155	CONTACT NAME:	ANDREW GIAMMARCO	
		PHONE (A/C, No, Ext):	781-391-1630	FAX (A/C, No):
		E-MAIL ADDRESS:	andrew@pompeoinsurance.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Hospitality Mutual Insurance Company		
INSURED	Leo LaFarge dba: LaFarge Bartending Services 463 Fellsway Medford, MA 02155	INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	X		00099310LL	01/11/2021	01/11/2022	nce Limit: \$1,000,000 ate Limit: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following are additionally insured if required by written contract: Larz Anders Son Auto Museum

For an event to take place at the Larz Anderson Auto Museum on Friday, September 17th, 2021.

## CERTIFICATE HOLDER

## CANCELLATION

 Town of Brookline  
333 Washington St.  
Brookline MA 02445

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MARK P. MORGAN  
ACTING CHIEF OF POLICE

# BROOKLINE POLICE DEPARTMENT

*Brookline, Massachusetts*

TO: Acting Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 7 September 2021

RE: Temporary All Alcohol – One Day Permit – Non-Sales – 9/19/2021  
Larz Anderson Auto Museum

---

Sir,

The Larz Anderson Auto Museum, through Operations and Events Manager Karen Hasenfus, has applied for a Section 14 One Day Permit for All Alcohol Beverages for a Wedding Reception to be held on Sunday, September 19th, 2021, from 6:00 PM to 11:00 PM.

Ms. Karen Hasenfus and/or Ms. Sylvia Passley-Harris will be the responsible managers on site for this event and will ensure compliance with all applicable federal, state, and local laws, regulations, ordinances, and any conditions on the permit, as well as previously discussed conditions.

The event is not open to the public, no admission fee will be charged, and guests will not be charged for alcoholic beverages. Organizers are expecting no more than 135 guests to attend. A Crowd Manager Certificate has been submitted.

All alcoholic beverages at this event will be served by bartenders provided by Tastings Catering, (508) 879-9191, who employs certified Tips bartenders. The caterer has submitted a copy of their bartender certification in the safe service of alcohol. A copy of caterer's Certificate of Liability Insurance specifically naming the Town of Brookline as a holder of the certificate has been submitted.

A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. Detail Sgt. Heavey was notified of the application.

I see no reason to oppose this application.

Respectfully submitted,  
Lt. Michael P. Murphy #31



Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445  
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Mark Morgan, Acting Chief of Police  
FROM: Melvin Kleckner, Town Administrator  
RE: Temporary - One Day Alcohol License  
DATE: August 25, 2021

---

May we please have a report on the attached request for:

A Temporary **All Alcohol** Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Sunday, September 19, 2021 for Wedding Reception from 6:00PM – 11:00PM at 15 Newton Street. 135 people expected to attend.

This application will go before the Board on **September 14, 2021**. May we please have the report no later than **September 7, 2021**.

Thank you.



**TOWN OF BROOKLINE  
APPLICATION FOR A PERMIT TO SERVE ALCOHOLIC BEVERAGES ON  
TOWN PROPERTY (NON SALES ALL TYPES)**

Date August 13, 2021

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

Wedding Reception  
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held at the Larz Anderson Auto Museum  
(Name of Person or Organization)

15 Newton Street, Brookline MA 02445  
(Address of Person or Organization)

On the 19th day of September, 2021

Between the hours of 6:00 PM—11:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: Northrup Knox Title: President Address: 699 High Street Dedham

Name: William Keeney Title: Vice President Address: 2221 Washington St. Newton

Name: Mark Daniel Title: Treasure Address: 35 Priscilla Lane Quincy

**NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.**

- 1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?  
5 cases each wine and beer and 5 bottles each of other type
- 2) What is the maximum number of people to attend? 135
- 3) What is the age group of people to attend? 40
- 4) Are you charging an admission fee? NO
- 5) Are you charging for alcoholic beverages? NO
- 6) Is the event open to the public? NO
- 7) Are tickets to the event available for purchase? NO

## 7.I.

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided Tastings Catering (508) 879-9191

9) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

Sylvia Passley Harris	Clyde St.	Brookline MA	05/26/1955
Karen Hasenfus	74 Main Street	Medfield MA	09/29/1954
(Name)	(Address)		(Date of Birth)

Telephone number: (617) 522-6547 (617) 283-7265

Email Address: khasenfus@larzanderson.org feonapassley@hotmail.com

**This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol related incidents or occurrences a liquor liability policy naming the Town as an additional insured.**

**By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.**



Signature

Karen H Hasenfus  
Name Printed

Operations and Events Manager  
Title (if on the behalf of an Organization)

15 Newton St. Brookline MA 02445  
Address

(617) 522-6547  
Telephone number(s)

khasenfus@larzanderson.org  
Email address(es)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> D. Francis Murphy Insurance Agency, Inc. 50 Main Street Hudson MA 01749		<b>CONTACT NAME:</b> Certificate Request Team <b>PHONE (A/C, No, Ext):</b> 800-222-8711 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certificateofinsurance@dfmurphy.com	
<b>INSURED</b> Taste Inc. dba Tastings Caterers 5 Crestwood Dr Framingham MA 01701		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hanover Insurance Company <b>INSURER B:</b> Progressive Casualty Insurance Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
License#: 471 TASTINC-01		<b>NAIC #</b> 22292 24260	

## COVERAGES

CERTIFICATE NUMBER: 1576081264

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZHN515087212	5/21/2021	5/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000	
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		03931410-4	9/23/2020	9/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 20,000 BODILY INJURY (Per accident) \$ 40,000 PROPERTY DAMAGE (Per accident) \$ 5,000	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	WHN518171312	3/3/2021	3/3/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 For an event taking place at the Larz Anderson Auto Museum on Sunday, September 19, 2021.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Brookline  
 333 Washington Street  
 Brookline MA 02445

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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### **One Day Temporary Alcohol license**

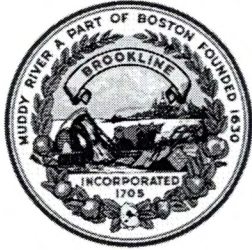
Applicant: Fay Andreadis  
DBA: Hellenic Association of Boston  
Location: 162 Goddard Ave

### **Application Details:**

A Temporary Wine and Malt Beverages Sales License to The Hellenic Association of Boston a/k/a Annunciation Greek Orthodox Cathedral of N.E. to be held on Saturday, September 25, 2021 for Wedding Reception from 6:00PM – 12:00AM at 162 Goddard Ave. 175 people expected to attend

### **Report:**

Police Department (Approved)



MARK P. MORGAN  
ACTING CHIEF OF POLICE

## BROOKLINE POLICE DEPARTMENT

*Brookline, Massachusetts*

To: Chief Mark P. Morgan

From: Lt. Michael P. Murphy #31

Date: 7 September 2021

Re: Annunciation Greek Orthodox Cathedral – One-Day Wine & Malt License-  
September 25<sup>th</sup>- Wedding Reception

---

Sir,

The Annunciation Greek Orthodox Cathedral / Hellenic Association of Boston (162 Goddard Ave), through their Secretary, Ms. Fotene Andreadis, has applied for a Section 14 One Day temporary Wine & Malt Beverage license for a wedding reception. The wedding reception will take place on Saturday, September 25<sup>th</sup>, 2021, from 6:00 PM – 12:00 AM.

Ms. Fotene Andreadis, the Secretary of Parish Council, will be the responsible manager on site for this event and will ensure compliance with all applicable Federal, State and local laws, regulations, ordinances, and any conditions on the permit.

Ms. Andreadis is expecting 175 guests to attend the event. All wine and malt beverages at this event will be served by certified Tips certified bartenders in the Center Hall of the Cathedral Center. Copies of their certifications in the safe service of alcohol were submitted. Crowd Manager Certifications and a certificate of liability insurance were also submitted. All alcohol will be kept in a locked storage area on the property.

There is sufficient parking available for this event. Uniformed police detail officers will be assigned to provide security and to manage traffic issues if they arise.

I find no reason to deny this application. Thank you.

Respectfully Submitted,  
Lt. Michael P. Murphy #31



OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Mark Morgan, Acting Chief of Police  
FROM: Melvin Kleckner, Town Administrator  
RE: Temporary - One Day Alcohol License  
DATE: August 25, 2021

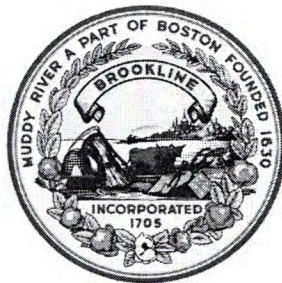
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May we please have a report on the attached request for:

A Temporary Wine and Malt Beverages Sales License to The Hellenic Association of Boston a/k/a Annunciation Greek Orthodox Cathedral of N.E. to be held on Saturday, September 25, 2021 for Wedding Reception from 6:00PM – 12:00AM at 162 Goddard Ave. 175 people expected to attend

This application will go before the Board on **September 14, 2021**. May we please have the report no later than **September 7, 2021**.

Thank you.



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**APPLICATION FOR A TEMPORARY  
ALCOHOLIC BEVERAGES LICENSE**

ON TOWN PROPERTY Yes ☐ No ☒  
WINE & MALT ☐ ALL ALCOHOL (non profit only) ☒

Date: 8/23/21

I hereby make application for a TEMPORARY ALCOHOLIC BEVERAGES LICENSE for the purpose  
of selling and dispensing alcoholic beverages permitted by law at a  
Wedding Reception Celebration

(state weather meeting, banquet, concert, picnic, wedding, etc.)

Hellenic Association of Boston a/k/a Annunciation GO Cathedral of NE  
which is to be held by \_\_\_\_\_  
(Name of Organization)

162 Goddard Avenue, Brookline, MA 02445

(Address of Organization)

a non-profit organization, on the 25th day of September

between the hours of 6 pm - 12 am at the following described place:

162 Goddard Avenue Brookline MA 02445

**[NOTE: Under state law, temporary licensees may not sell alcoholic beverages between the hours of 2:00AM and 8:00AM]**

State law permits issuance of a temporary license to sell alcohol only to the responsible manager of an organization.



The above organization represents and warrants that the following individual is the organization's responsible manager:

Name: Fotene Andreadis Address: 687 Heath St. Chestnut Hill MA 02467  
 Title: Sec'y Parish Council Date of Birth: 10-16-1940  
 Telephone number(s) (24-hour contact information): 617-686-9866  
 Email address (es): foteneandreadis@aol.com

Complete name and address of officer of the organization applying:

Name: Fotene Andreadis Title: Sec'y Parish Council Address: 687 Heath St Chestnut Hill 02467  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_

1) How many cases or barrels, etc. of alcohol beverages are to be available for sale?  
3 beer & wine; scotch, vodka, tequilla, gin, bourban

2) What is the maximum number of people to attend? 175

3) What is the age group of people to attend? 21-80

4) Are you charging an admission fee? ☐ Yes ☒ No

5) Are you charging for alcoholic beverages? ☒ Yes ☐ No

6) Is the event open to the public? ☐ Yes ☒ No

7) Are tickets to the event available for purchase? ☐ Yes ☒ No

8) Will the event feature a bar? ☒ Yes ☐ No

If yes to the above, please attach the Massachusetts Department of Fire Services' Crowd Manager Regulations and Training Program Certificate to application. This on-line training may be found at: <https://www.mass.gov/crowd-manager-regulations-and-training-program>

9) How will alcoholic beverages be dispensed or served and by whom? Please state the name, addresses and telephone numbers of all person(s) serving alcoholic beverages.

Charles Eliopoulos 15 Blomerth St. Malden MA 02148; Oscar Erazo 5 Morris St #2 E. Boston MA 02128

10) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service-of-alcohol training, and the date(s) of any such certification or training. (PLEASE ATTACH DOCUMENTATION PERTAINING TO SUCH CERTIFICATION OR TRAINING):

YES, TIPS Certified (see attached)

11) If any attending are under the age of 21, what method will be used to check I.D.s and what procedures will be followed to make certain that those under the age of 21 are not served and are not allowed to consume alcoholic beverages? License ID

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12) Will a police detail or other types of security be provided? ☒ Yes ☐ No

If "yes" what type and how many? 2 guards (Minuteman Private Security Co)

Note: Police details are arranged for by contacting the Brookline Police Department.

13) If different from the responsible manger identified above, please state the name, address age, and 24-hour contact information of the official employee or representative of the organization who will be physically present at the event and who has been duly authorized by the organization to be responsible for supervising the event to ensure compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and maintenance of order and decorum:

\_\_\_\_\_  
(Name) (Address) (Date of Birth)

Telephone number(s) (24-hour contact information): \_\_\_\_\_

Email Address(es): \_\_\_\_\_

14) Does the organization have a pending application for a license as a common victualler, innholder or club? Is the premises for which a temporary license is sought already the subject of a liquor license? ☐ Yes ☒ No

If the answer is yes to either question, please detail: \_\_\_\_\_

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15) Please describe the portion(s) of the premises where the sale, storage and/or furnishing of alcohol will take place, including a specification and description of all indoor and outdoor portions of the premises (e.g., in the case of a function, table areas, bars, dance floors, tented area, etc.): Alcohol will be secured in a locked closet.

Alcohol will be served in foyer area of the Center Hall by certified bar servers.

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**Town Property Use:** In the event that the applicant seeks to use a Town Property in connection with the event that is the subject of this application, this application must be accompanied by proof that the application has secured and that there is in effect during the period of time for which the license is sought, a general liability policy naming the Town as an additional insured, or, if the general liability policy exempts alcohol-related incidents or occurrences, a liquor liability policy naming the Town as an additional insured. By signing this application, the organization and its officers, employees, agents and representatives absolve the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's proposed use. By signing this application, the organization agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the use, and agrees to indemnify the Town for any expenses the Town incurs in restoring the property to its condition prior to the use in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.

**Certification:** I certify that I, as the responsible manager of the organization, have been duly authorized to apply for this license on behalf of the organization, and that I will be responsible for the organization's compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and for the maintenance of order and decorum at the event.

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Signature of Responsible Manager





**BROOKLINE POLICE DEPARTMENT**  
*Brookline, Massachusetts*

MARK P. MORGAN  
ACTING CHIEF OF POLICE

To: Chief Mark P. Morgan

From: Lt. Michael P. Murphy #31

Date: 13 September 2021

Re: Annunciation Greek Orthodox Cathedral – One-Day All Alcohol License- September 25<sup>th</sup>- Wedding Reception

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Sir,

The Annunciation Greek Orthodox Cathedral / Hellenic Association of Boston (162 Goddard Ave), through their Secretary, Ms. Fotene Andreadis, has applied for a Section 14 One Day temporary All Alcohol Beverage license for a wedding reception. The wedding reception will take place on Saturday, September 25th, 2021, from 6:00 PM – 12:00 AM.

Ms. Fotene Andreadis, the Secretary of Parish Council, will be the responsible manager on site for this event and will ensure compliance with all applicable Federal, State and local laws, regulations, ordinances, and any conditions on the permit.

Ms. Andreadis is expecting 175 guests to attend the event. All wine and malt beverages at this event will be served by certified Tips certified bartenders in the Center Hall of the Cathedral Center. Copies of their certifications in the safe service of alcohol were submitted. Crowd Manager Certifications and a certificate of liability insurance were also submitted. All alcohol will be kept in a locked storage area on the property.

There is sufficient parking available for this event. Uniformed police detail officers will be assigned to provide security and to manage traffic issues if they arise.

I find no reason to deny this application. Thank you.

Respectfully Submitted,  
Lt. Michael P. Murphy #31







Mark P. Morgan  
Superintendent  
Acting Chief of Police

**BROOKLINE POLICE DEPARTMENT**  
*Brookline Massachusetts*

September 7, 2021

To: Melvin Kleckner, Town Administrator

From: Mark P. Morgan, Acting Chief of Police

Subject: Authorization to Hire

The Police Department is seeking authorization to hire nine (9) Police Officers. We currently are fifteen (15) officers below our current authorized strength and I anticipate additional vacancies in the next several months. There has been a new Civil Service hiring list established as of September 1, 2021 and we would be hiring from that certified list. Previously, I believe in December of 2019 the Select Board had authorized the hiring of four (4) positions that we attempted to fill through lateral transfer and to date we have had no applicants. I am including those four positions in this new request for nine (9) positions.

The hiring process takes four to five months and academy and departmental training is an additional eight months before officers are fully trained to work independently. We have identified nine slots in the next Cambridge/Northeastern University Police Academy anticipated to begin in January 2022.

Therefore, I would like approval to fill these vacancies at the next Select Board meeting.

Sincerely,

Mark P. Morgan  
Superintendent  
Acting Chief of Police



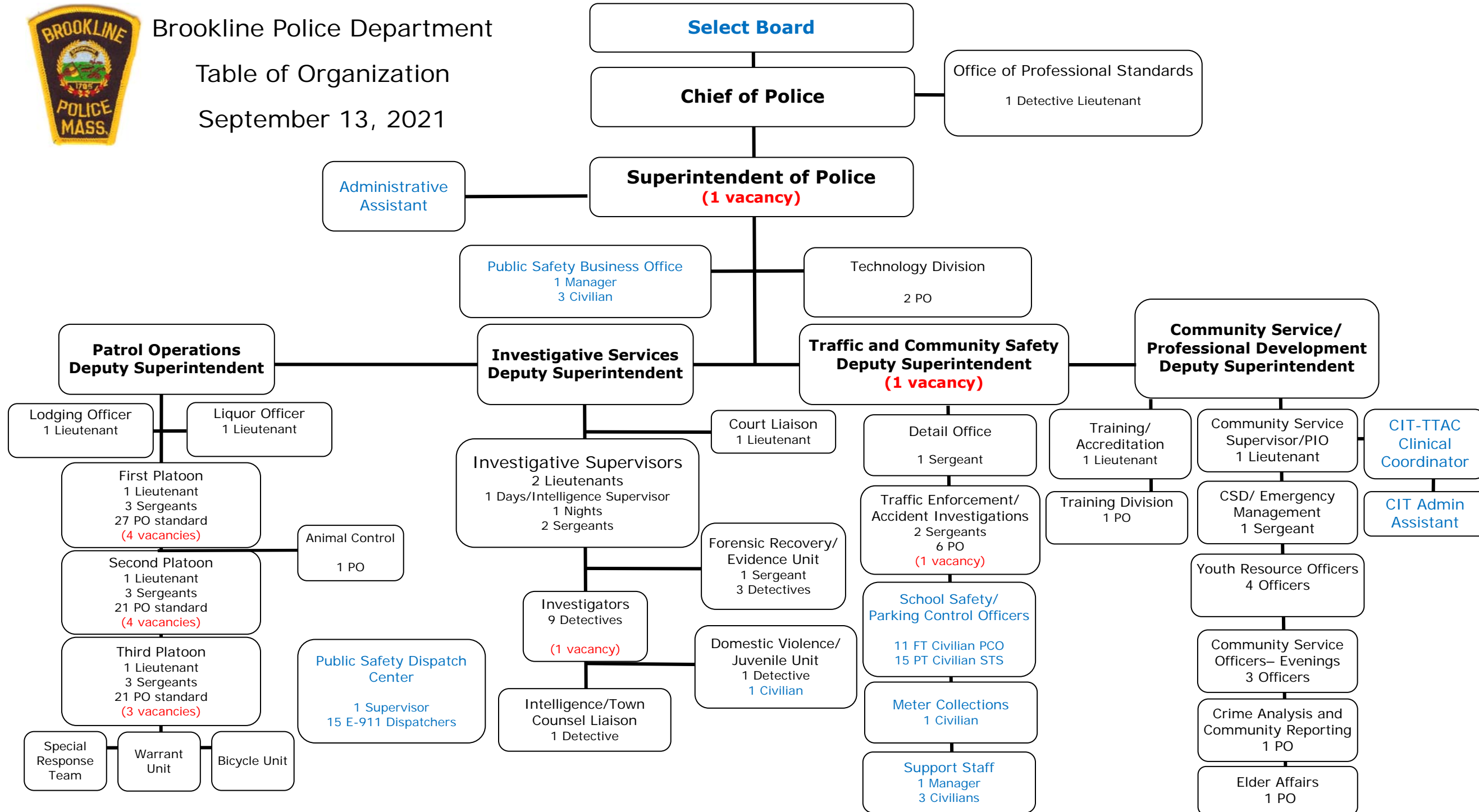


# Brookline Police Department

## Table of Organization

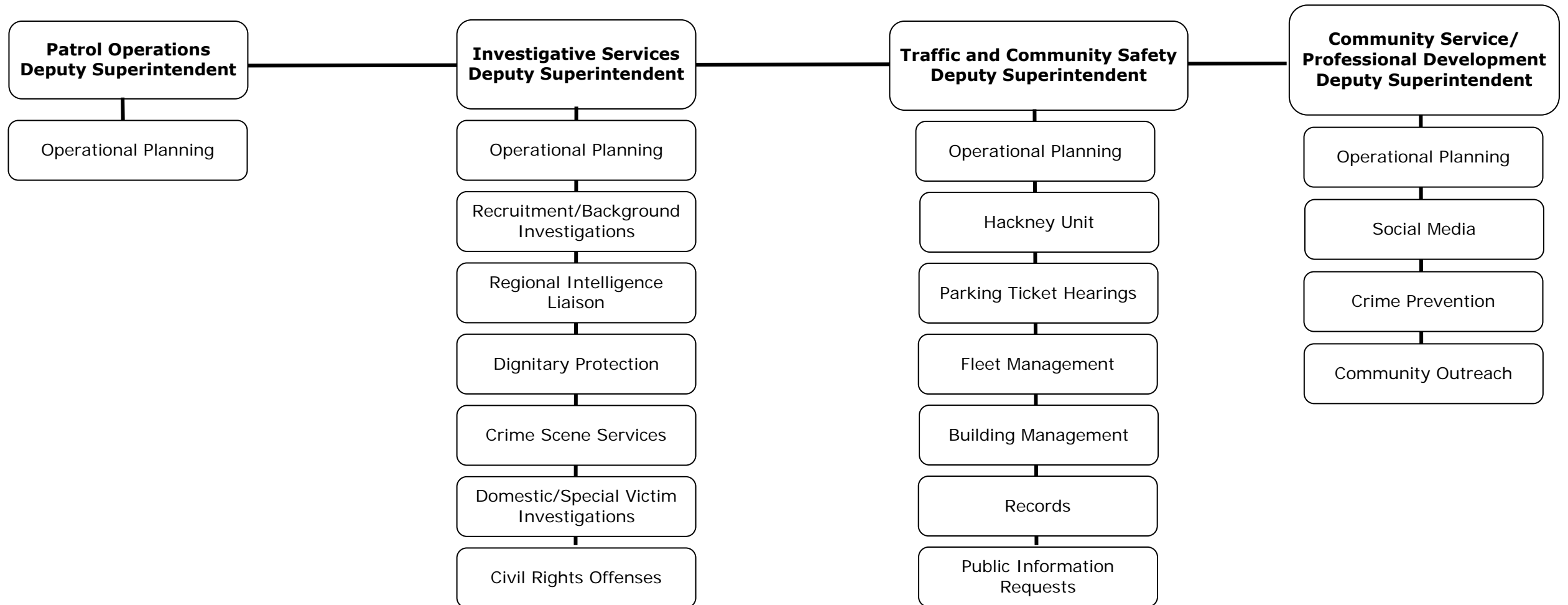
September 13, 2021

9.A.



9.A.

Brookline Police Department  
Functional Responsibility Chart  
September 2021



MARIJUANA DELIVERY OPERATOR HOST COMMUNITY AGREEMENT

This Marijuana Delivery Operator Host Community Agreement (the “Agreement”, or “HCA”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Town of Brookline, acting by and through its Town Administrator, with a principal address of 333 Washington St., Brookline, MA 02445 (hereinafter the “Town”), and \_\_\_\_\_, a Massachusetts corporation with a principal office address of \_\_\_\_\_ (the “Company” and, together with the Town, the “Parties”).

WHEREAS, in November 2016, Massachusetts voters approved Question 4 to the 2016 ballot, resulting in the enactment of G.L. c. 94G and Chapter 55 of the Acts of 2017, as amended, which permits the sale of recreational marijuana and authorizes the State licensing of the sale of medical and recreational marijuana and medical and recreational marijuana products the Massachusetts Cannabis Control Commission (“CCC”); and

WHEREAS, in light of the approval of Question 4 to the 2016 State ballot and the enactment of G.L. c. 94G, and Chapter 55 of the Acts of 2017, as amended, the Company intends to acquire a CCC \_\_\_\_\_ License at the premises located at \_\_\_\_\_, Brookline, MA (the “Premises”) pursuant to and in accordance with such laws and with the regulations issued by the CCC and the Town (the “Establishment”); and

WHEREAS, the Company intends to make certain payments to the Town to address direct or secondary impacts of the Company’s operations within the Town pursuant to applicable Massachusetts law and CCC regulations in the event that it receives a CCC License and any other required State and local permits and approvals; and

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of State law pertaining to host community agreements between host communities and marijuana establishments, including, but not limited to, 935 CMR 500 and G.L. c.94G, § 3(d); and

WHEREAS, the Company requests that the Town enter into a host community agreement with it;

NOW THEREFORE, in consideration of the provisions of this Agreement and other good and valuable consideration, the receipt of which is hereby expressly acknowledged, the Company and the Town hereby agree as follows:

1. Community Impact.

The Parties anticipate that, as a result of the Company’s operation of the Establishment at the Premises, the Town will incur additional expenses and impacts upon its road system, law enforcement, inspectional services, permitting services, administrative services, educational services and public health services, in addition to potential additional unforeseen impacts upon the Town. To mitigate the financial impact upon the Town and use of Town resources, the Company agrees to pay community impact fees to the Town, in the amounts and under the terms provided herein (the “Quarterly Payments”).

2. Quarterly Payments.

## 10.A.

The Company agrees to provide the following Quarterly Payments for each year this Agreement is in effect.

- a. The Company shall make Quarterly Payments in an amount equal to two percent (2%) of the Company's gross revenue from the Establishment's operations for a period of five years from the "Effective Date" of this Agreement, as defined below.
- b. In each full calendar year of this Agreement, two percent (2%) of the Company's gross sales shall be made within thirty (30) days after the end of the quarter and within thirty (30) days after the end of the fiscal year for a period of five (5) years.
- c. With regard to any year of operation for the Establishment which is not a full calendar year, the applicable Quarterly Payment shall be pro-rated accordingly.

In the event of a partial calendar year of operations during the opening year, the Quarterly Payment shall be prorated accordingly.

### 3. Payments.

The Company shall make the Quarterly Payments set forth in Section 2 above to the Town of Brookline. The Treasurer of the Town shall receive and hold the Quarterly Payments in conformity with applicable law, for the purposes of addressing the potential public health, safety, and other effects or impacts of the Establishment on the Town and on municipal programs, services, personnel, and facilities. While the purpose of the Quarterly Payments is to assist the Town in addressing any public health, safety, and other effects or impacts the Establishment may have on the Town and on municipal programs, services, personnel, and facilities, the Town may expend the Quarterly Payments at its sole and absolute discretion. Notwithstanding the Quarterly Payments, nothing shall prevent the Company from making additional donations from time to time to causes that will support the Town, including, but not limited to, local drug abuse prevention/treatment/education programs.

### 4. Stipulations Pertaining to the Establishment's Operations.

- a. The Company's operations in connection with the Establishment shall comply with all applicable State and local laws, regulations, by-laws, codes, conditions and agreements with the Town, including, but not limited to, G.L. c. 94G, 935 CMR 500, the Town of Brookline's General By-Laws, the Town of Brookline's Zoning By-Laws, all applicable Town building, fire prevention, police, and health codes, regulations and standards, and any conditions imposed on licenses and permits held by the Company in connection with the Establishment (including, but not limited to, the Town's Zoning Board of Appeals special permit and any Select Board license).
- b. The Company's operations at the Establishment shall be limited to those permitted by a CCC license and the Select Board license pertaining to the Establishment and to the Premises.
- c. The Company shall maintain all permits and licenses required by State and local laws in connection with the Establishment, including, but not limited to, a valid, current license in good standing from the CCC and a Select Board license. Any voiding of the CCC's

license by operation of law (including due to cessation of operations, failure to become operational within the permitted time, or relocation without CCC approval), and any revocation or suspension of the Marijuana Delivery Operator license applicable to the Establishment, shall result in an automatic suspension of any applicable special permit and Select Board license pending further determination by the Zoning Board of Appeals and/or Select Board, as applicable, made in conformity with law.

- d. In the event the Company wishes to close the Establishment or cease its operations at the Premises under its CCC license and/or Select Board license for any period of time, excluding recognized state or federal holidays, whether on a temporary or permanent basis, it must provide thirty (30) days advance notice in writing to the Select Board of its intent to close or cease operations, stating the reason(s) therefor and any plans to reopen, including the date of reopening. The Company shall be responsible for the Quarterly Payments in Section 2 unless the cessation of operations is noticed to the Select Board as a permanent cessation, in which case the Company shall be responsible for a prorated portion of such Payments through the date of the cessation of operations.

If any of the foregoing Stipulations Pertaining to Operations (“Stipulations”) conflict with a State or local law or regulation, or with a condition imposed by a CCC Marijuana Delivery Operator license, a Town Select Board license, or a Town Zoning Board of Appeals special permit, the State or local law or regulation or license or permit condition shall control. The Select Board license conditions shall supersede these Stipulations insofar as they do not relate to the Payments in Section 2.

#### 5. Other Payments.

The Company anticipates that it will make purchases of water, and sewer from local government agencies. Company will pay any and all fees associated with the local permitting of the Establishment. If the Town receives other payments from the Company (other than additional voluntary payments made by the Company), or from the Department of Revenue or any other source, the funds which have been collected by assessment against the Company, including but not limited to sales taxes imposed by an act of the legislature of the Commonwealth of Massachusetts, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments.

#### 6. Annual Filing.

The Company shall promptly notify the Town when the Company commences operations at the Establishment. The Company shall submit to the Town on or before January 15 of each year annual financial statements that have been prepared by a Certified Public Accountant in accordance with generally-accepted accounting principles (GAAP), which shall include certification of itemized gross sales for the previous calendar year and all other information required to ascertain compliance with the terms of this Agreement. The statements shall specify impact fee to the Town as calculated under Section 2 above. Upon request, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as is required by the Commonwealth in order for the Company to obtain and maintain required State licenses and permits for the Establishment’s operations from the CCC. If the company is not able to do so by January 15, it shall do so by February 15 but in

addition it shall submit by January 15 a statement certified by an authorized representative of the Establishment documenting, in reasonable detail, the Establishment's gross sales for the previous calendar year.

The Company shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the Commonwealth of Massachusetts. All records shall be retained for a period of at least seven (7) years.

7. Local Taxes.

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement. Nothing in this section shall in anyway limit or prevent the Company from challenging the valuation of its property before the Board of Assessors or at the Appellate Tax Board.

All taxes and charges owed to the Town must be paid on a current basis. The Town may place a lien on the property of any person who has an outstanding balance due the Town from any fee, charge or tax, which balance is at least six (6) months past due.

8. Community Support and Additional Obligations.

To the extent permitted by law, the Company will make commercially reasonable efforts in a legal and non-discriminatory manner to recruit and retain diverse employees, and utilize women-owned, minority-owned and local businesses, suppliers, contractors, and vendors (including, but not limited to, architects, engineers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment). Additionally, the Company will make commercially reasonable efforts to investigate converting its delivery vehicles to electric vehicles as soon as practicable.

9. Support.

The Town agrees to execute a certification of compliance with applicable local bylaws relating to the Company's application for a CCC license, where such compliance has been properly demonstrated, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any Special Permit or other zoning application or a

Select Board license application submitted by the Company, in any particular way other than by the Town's normal and regular course of conduct, subject to applicable statutes, regulations, rules, guidelines and procedures.

This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits, licenses and other approvals under applicable law, or to enforce applicable law. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits, licenses and approvals as may be necessary for the Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or the Establishment for violation of the terms of said permits, licenses and approvals or applicable law.

10. Term and Termination.

With the exception of Paragraph 4 (which takes effect upon execution of this Agreement), this Agreement shall take effect on the date the Establishment commences operations (the "Effective Date") and continue in effect for a period of five (5) years from the day after the Effective Date or until the permanent cessation of operations at the Establishment, whichever is earlier. The Establishment shall provide notice to the Town Administrator of the date of the Establishment's commencement of operations a minimum of fourteen (14) days prior to such date and in addition within seven (7) days after such date. At the conclusion of the term of this Agreement, the Parties shall re-negotiate a new Host Community Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. In the event the Company no longer does business in the Town or in any way loses or has its license revoked by the Commonwealth, this Agreement shall become null and void; however, the Company will be responsible for the prorated portion of the Quarterly Payment due as under Section 2 above.

11. Governing Law.

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts and venue for any dispute hereunder shall be exclusively in the courts of Norfolk County.

12. Amendments/Waiver.

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by duly authorized representatives of the Company and the Town, prior to the effective date of the amendment.

13. Severability.

If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.

14. Covenant Not to Sue/Indemnification



The Company agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the enforceability and/or validity of this Agreement is challenged by the Company in any agency or court of competent jurisdiction, the Company shall indemnify, defend and hold the Town harmless and shall pay for all reasonable fees and costs, including attorneys' fees and costs at a rate customary for private municipal counsel work, incurred by the Town as the result.

The Company acknowledges that its operations pursuant to State licenses is as permitted under the laws and regulations of the Commonwealth of Massachusetts and that such activities are or may be currently illegal under laws and regulations of the United States of America. The Company acknowledges that it may be subject to claims and actions by governmental entities and private individuals or entities related to any inconsistency of its operations with federal law or otherwise. The Company agrees that the Town shall not have any obligation to the Company or liability arising out of any enforcement action by governmental authorities or lawsuit by any private individuals or entity related to the Company's operations in connection with the Establishment. The Company shall indemnify, defend and hold the Town harmless with respect to any governmental enforcement actions, or any private claims or actions, related to the Establishment's operations and shall pay for all reasonable fees and costs, including reasonable attorneys' fees and costs, resulting to the Town therefrom. The duty to defend shall immediately accrue and be owing upon the utterance of a claim or action by any person or entity regardless of merit and shall not be dependent upon a finding of liability or guilt or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims or actions not identified in this Agreement.

The Company shall include the Town as an additional insured on any insurance it carries for the Premises and the Establishment, said insurance to have commercially reasonable and appropriate terms and conditions. A copy of said insurance certificate shall be provided to the Town and shall be with insurers authorized and licensed to do business in Massachusetts.

The Company shall indemnify, defend and hold the Town harmless and shall pay for all reasonable fees and costs, including reasonable attorneys' fees and costs, incurred by the Town in enforcing this Agreement. 15.

#### 15. Successors/Assigns.

This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. Such a request made by the Company shall be subject to the written consent of the Town, but shall not be unreasonably withheld or denied.

#### 16. Headings.

The article, section, and paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this

10.A.

Agreement.

17. Counterparts.

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

18. Signatures.

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

19. Entire Agreement.

This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.

## 20. Notices.

Except as otherwise provided herein, any notices, consents, demands, request, approvals or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To the Town:            Town Administrator, Town of Brookline  
333 Washington St., 6th Floor  
Brookline, MA 02445

To Company:

## 21. Retention of Regulatory Authority.

By entering into this Agreement, the Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.

22. Third Parties.

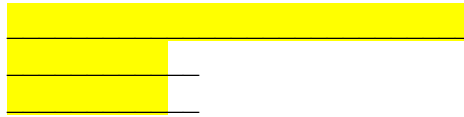
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Town or the Company.

In witness whereof, the Parties have hereafter set faith their hand as of the date first above written.

TOWN OF BROOKLINE:

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Melvin A. Kleckner  
Town Administrator



**MEMORANDUM**

**TO:** Select Board  
**FROM:** Monique Baldwin, Cannabis Licensing & Mitigation Coordinator  
**DATE:** August 26, 2021  
**SUBJECT:** Host Community Agreement Changes for Marijuana Couriers & Delivery Operators

This memo outlines the Host Community Agreement terms for Marijuana Couriers and Delivery Operators. Please note that at this time, both Establishments are exclusively available for CCC Economic Empowerment Applicants and Social Equity Participants.

**Marijuana Couriers**

The Marijuana Courier use resembles an office use, as Couriers are not permitted to serve walk-ins or reserve ahead pick-ups, and delivery vehicles are not required to be parked on-site. As the Marijuana Courier Establishment is not anticipated to be an intense use, the HCA mitigation fee is proposed at 1.5%. The lower fee should also serve as an incentive to potential applicants.

**Marijuana Delivery Operators**

Marijuana Delivery Operators, like Marijuana Couriers, may not allow walk-ins or reserve ahead for pick-up. However, Marijuana Delivery Operators are required to have a warehouse with loading docks per the State. Therefore, Delivery Operator Establishments are anticipated to be a more intense use than Marijuana Couriers but a less intense use than Marijuana Retailers. Therefore, the HCA mitigation fee is set to 2%. The lower fee should also serve as an incentive to potential applicants.

**Marijuana Couriers and Delivery Operators**

Regarding Marijuana Courier and Delivery Operator Host Community Agreements, the \$100k up-front payment due within five days of the opening of the Establishment (as seen in Brookline Marijuana **Retail** HCAs) has been converted to quarterly payments. Thus, instead of the initial payment taking place within five days of opening, it is instead moved to the end of the quarter to match the payment schedule of the remaining HCA payments. The payment schedule change eliminates a barrier for applicants.

Finally, clauses that encourage the Establishments to make commercially reasonable efforts to utilize women-owned, minority-owned, and local businesses, as well as make reasonable efforts to investigate converting to electric vehicles as soon as practicable have been included.

2021

MARIJUANA COURIER HOST COMMUNITY AGREEMENT

This Marijuana Courier Host Community Agreement (the “Agreement”, or “HCA”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Town of Brookline, acting by and through its Town Administrator, with a principal address of 333 Washington St., Brookline, MA 02445 (hereinafter the "Town"), and \_\_\_\_\_, a Massachusetts corporation with a principal office address of \_\_\_\_\_ (the “Company” and, together with the Town, the “Parties”).

WHEREAS, in November 2016, Massachusetts voters approved Question 4 to the 2016 ballot, resulting in the enactment of G.L. c. 94G and Chapter 55 of the Acts of 2017, as amended, which permits the sale of recreational marijuana and authorizes the State licensing of the sale of medical and recreational marijuana and medical and recreational marijuana products the Massachusetts Cannabis Control Commission (“CCC”); and

WHEREAS, in light of the approval of Question 4 to the 2016 State ballot and the enactment of G.L. c. 94G, and Chapter 55 of the Acts of 2017, as amended, the Company intends to acquire a CCC \_\_\_\_\_ License at the premises located at \_\_\_\_\_, Brookline, MA (the “Premises”) pursuant to and in accordance with such laws and with the regulations issued by the CCC and the Town (the “Establishment”); and

WHEREAS, the Company intends to make certain payments to the Town to address direct or secondary impacts of the Company’s operations within the Town pursuant to applicable Massachusetts law and CCC regulations in the event that it receives a CCC License and any other required State and local permits and approvals; and

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of State law pertaining to host community agreements between host communities and marijuana establishments, including, but not limited to, 935 CMR 500 and G.L. c.94G, § 3(d); and

WHEREAS, the Company requests that the Town enter into a host community agreement with it;

NOW THEREFORE, in consideration of the provisions of this Agreement and other good and valuable consideration, the receipt of which is hereby expressly acknowledged, the Company and the Town hereby agree as follows:

1. Community Impact.

The Parties anticipate that, as a result of the Company’s operation of the Establishment at the Premises, the Town will incur additional expenses and impacts upon its road system, law enforcement, inspectional services, permitting services, administrative services, educational services and public health services, in addition to potential additional unforeseen impacts upon the Town. To mitigate the financial impact upon the Town and use of Town resources, the Company agrees to pay community impact fees to the Town, in the amounts and under the terms provided herein (the “Quarterly Payments”).

2. Quarterly Payments.

The Company agrees to provide the following Quarterly Payments for each year this Agreement

2021

is in effect.

- a. The Company shall make Quarterly Payments in an amount equal to one-and-one-half percent (1.5 %) of the Company's gross revenue from the Establishment's operations for a period of five years from the "Effective Date" of this Agreement, as defined below.
- b. In each full calendar year of this Agreement, one-and-one-half percent (1.5%) of the Company's gross sales shall be made within thirty (30) days after the end of the quarter and within thirty (30) days after the end of the fiscal year for a period of five (5) years.
- c. With regard to any year of operation for the Establishment which is not a full calendar year, the applicable Quarterly Payment shall be pro-rated accordingly.

In the event of a partial calendar year of operations during the opening year, the Quarterly Payment shall be prorated accordingly.

### 3. Payments.

The Company shall make the Quarterly Payments set forth in Section 2 above to the Town of Brookline. The Treasurer of the Town shall receive and hold the Quarterly Payments in conformity with applicable law, for the purposes of addressing the potential public health, safety, and other effects or impacts of the Establishment on the Town and on municipal programs, services, personnel, and facilities. While the purpose of the Quarterly Payments is to assist the Town in addressing any public health, safety, and other effects or impacts the Establishment may have on the Town and on municipal programs, services, personnel, and facilities, the Town may expend the Quarterly Payments at its sole and absolute discretion. Notwithstanding the Quarterly Payments, nothing shall prevent the Company from making additional donations from time to time to causes that will support the Town, including, but not limited to, local drug abuse prevention/treatment/education programs.

### 4. Stipulations Pertaining to the Establishment's Operations.

- a. The Company's operations in connection with the Establishment shall comply with all applicable State and local laws, regulations, by-laws, codes, conditions and agreements with the Town, including, but not limited to, G.L. c. 94G, 935 CMR 500, the Town of Brookline's General By-Laws, the Town of Brookline's Zoning By-Laws, all applicable Town building, fire prevention, police, and health codes, regulations and standards, and any conditions imposed on licenses and permits held by the Company in connection with the Establishment (including, but not limited to, the Town's Zoning Board of Appeals special permit and any Select Board license).
- b. The Company's operations at the Establishment shall be limited to those permitted by a CCC license and the Select Board license pertaining to the Establishment and to the Premises.
- c. The Company shall maintain all permits and licenses required by State and local laws in connection with the Establishment, including, but not limited to, a valid, current license in good standing from the CCC and a Select Board license. Any voiding of the CCC's license by operation of law (including due to cessation of operations, failure to become

2021

operational within the permitted time, or relocation without CCC approval), and any revocation or suspension of the Marijuana Courier license applicable to the Establishment, shall result in an automatic suspension of any applicable special permit and Select Board license pending further determination by the Zoning Board of Appeals and/or Select Board, as applicable, made in conformity with law.

- d. In the event the Company wishes to close the Establishment or cease its operations at the Premises under its CCC license and/or Select Board license for any period of time, excluding recognized state or federal holidays, whether on a temporary or permanent basis, it must provide thirty (30) days advance notice in writing to the Select Board of its intent to close or cease operations, stating the reason(s) therefor and any plans to reopen, including the date of reopening. The Company shall be responsible for the Quarterly Payments in Section 2 unless the cessation of operations is noticed to the Select Board as a permanent cessation, in which case the Company shall be responsible for a prorated portion of such Payments through the date of the cessation of operations.

If any of the foregoing Stipulations Pertaining to Operations (“Stipulations”) conflict with a State or local law or regulation, or with a condition imposed by a CCC Marijuana Courier license, a Town Select Board license, or a Town Zoning Board of Appeals special permit, the State or local law or regulation or license or permit condition shall control. The Select Board license conditions shall supersede these Stipulations insofar as they do not relate to the Payments in Section 2.

#### 5. Other Payments.

The Company anticipates that it will make purchases of water, and sewer from local government agencies. Company will pay any and all fees associated with the local permitting of the Establishment. If the Town receives other payments from the Company (other than additional voluntary payments made by the Company), or from the Department of Revenue or any other source, the funds which have been collected by assessment against the Company, including but not limited to sales taxes imposed by an act of the legislature of the Commonwealth of Massachusetts, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments.

#### 6. Annual Filing.

The Company shall promptly notify the Town when the Company commences operations at the Establishment. The Company shall submit to the Town on or before January 15 of each year annual financial statements that have been prepared by a Certified Public Accountant in accordance with generally-accepted accounting principles (GAAP), which shall include certification of itemized gross sales for the previous calendar year and all other information required to ascertain compliance with the terms of this Agreement. The statements shall specify impact fee to the Town as calculated under Section 2 above. Upon request, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as is required by the Commonwealth in order for the Company to obtain and maintain required State licenses and permits for the Establishment’s operations from the CCC. If the company is not able to do so by January 15, it shall do so by February 15 but in addition it shall submit by January 15 a statement certified by an authorized representative of the

2021

Establishment documenting, in reasonable detail, the Establishment's gross sales for the previous calendar year.

The Company shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the Commonwealth of Massachusetts. All records shall be retained for a period of at least seven (7) years.

7. Local Taxes.

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement. Nothing in this section shall in anyway limit or prevent the Company from challenging the valuation of its property before the Board of Assessors or at the Appellate Tax Board.

All taxes and charges owed to the Town must be paid on a current basis. The Town may place a lien on the property of any person who has an outstanding balance due the Town from any fee, charge or tax, which balance is at least six (6) months past due.

8. Community Support and Additional Obligations.

To the extent permitted by law, the Company will make commercially reasonable efforts in a legal and non-discriminatory manner to recruit and retain diverse employees, and utilize women-owned, minority-owned and local businesses, suppliers, contractors, and vendors (including, but not limited to, architects, engineers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment). Additionally, the Company will make commercially reasonable efforts to investigate converting its delivery vehicles to electric vehicles as soon as practicable.

9. Support.

The Town agrees to execute a certification of compliance with applicable local bylaws relating to the Company's application for a CCC license, where such compliance has been properly demonstrated, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any Special Permit or other zoning application or a Select Board license application submitted by the Company, in any particular way other than by



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the Town's normal and regular course of conduct, subject to applicable statutes, regulations, rules, guidelines and procedures.

This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits, licenses and other approvals under applicable law, or to enforce applicable law. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits, licenses and approvals as may be necessary for the Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or the Establishment for violation of the terms of said permits, licenses and approvals or applicable law.

10. Term and Termination.

With the exception of Paragraph 4 (which takes effect upon execution of this Agreement), this Agreement shall take effect on the date the Establishment commences operations (the "Effective Date") and continue in effect for a period of five (5) years from the day after the Effective Date or until the permanent cessation of operations at the Establishment, whichever is earlier. The Establishment shall provide notice to the Town Administrator of the date of the Establishment's commencement of operations a minimum of fourteen (14) days prior to such date and in addition within seven (7) days after such date. At the conclusion of the term of this Agreement, the Parties shall re-negotiate a new Host Community Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. In the event the Company no longer does business in the Town or in any way loses or has its license revoked by the Commonwealth, this Agreement shall become null and void; however, the Company will be responsible for the prorated portion of the Quarterly Payment due as under Section 2 above.

11. Governing Law.

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts and venue for any dispute hereunder shall be exclusively in the courts of Norfolk County.

12. Amendments/Waiver.

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by duly authorized representatives of the Company and the Town, prior to the effective date of the amendment.

13. Severability.

If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.

14. Covenant Not to Sue/Indemnification

The Company agrees it will not challenge, in any jurisdiction, the enforceability of any provision

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included in this Agreement; and to the extent the enforceability and/or validity of this Agreement is challenged by the Company in any agency or court of competent jurisdiction, the Company shall indemnify, defend and hold the Town harmless and shall pay for all reasonable fees and costs, including attorneys' fees and costs at a rate customary for private municipal counsel work, incurred by the Town as the result.

The Company acknowledges that its operations pursuant to State licenses is as permitted under the laws and regulations of the Commonwealth of Massachusetts and that such activities are or may be currently illegal under laws and regulations of the United States of America. The Company acknowledges that it may be subject to claims and actions by governmental entities and private individuals or entities related to any inconsistency of its operations with federal law or otherwise. The Company agrees that the Town shall not have any obligation to the Company or liability arising out of any enforcement action by governmental authorities or lawsuit by any private individuals or entity related to the Company's operations in connection with the Establishment. The Company shall indemnify, defend and hold the Town harmless with respect to any governmental enforcement actions, or any private claims or actions, related to the Establishment's operations and shall pay for all reasonable fees and costs, including reasonable attorneys' fees and costs, resulting to the Town therefrom. The duty to defend shall immediately accrue and be owing upon the utterance of a claim or action by any person or entity regardless of merit and shall not be dependent upon a finding of liability or guilt or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims or actions not identified in this Agreement.

The Company shall include the Town as an additional insured on any insurance it carries for the Premises and the Establishment, said insurance to have commercially reasonable and appropriate terms and conditions. A copy of said insurance certificate shall be provided to the Town and shall be with insurers authorized and licensed to do business in Massachusetts.

The Company shall indemnify, defend and hold the Town harmless and shall pay for all reasonable fees and costs, including reasonable attorneys' fees and costs, incurred by the Town in enforcing this Agreement.

#### 15. Successors/Assigns.

This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. Such a request made by the Company shall be subject to the written consent of the Town, but shall not be unreasonably withheld or denied.

#### 16. Headings.

The article, section, and paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

2021

17. Counterparts.

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

18. Signatures.

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

19. Entire Agreement.

This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.

20. Notices.

Except as otherwise provided herein, any notices, consents, demands, request, approvals or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To the Town:           Town Administrator, Town of Brookline  
333 Washington St., 6th Floor  
Brookline, MA 02445

To Company:           [Redacted]  
[Redacted]  
[Redacted]

21. Retention of Regulatory Authority.

By entering into this Agreement, the Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.

22. Third Parties.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Town or the Company.

In witness whereof, the Parties have hereafter set faith their hand as of the date first above written.

TOWN OF BROOKLINE:           [Redacted]

2021

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Melvin A. Kleckner  
Town Administrator





## Planning Board

(as of September 13, 2021)

### MEMBERS:

Steven Heikin, Chair.....Term expires 2023

Linda Hamlin.....Term expires 2023

James Carr.....Term expires 2022 (resigned)

Mark J. Zarrillo.....Term expires 2022

Blair Hines.....Term expires 2019

Matthew Oudens.....Term expires 2019 (not seeking reappointment)

Shelly Chipimo.....Term expires 2024

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### PLANNING BOARD APPOINTMENTS ARE 5 YEAR TERM

Shelly Chipimo interview for appointment 5/25/21

David Deininger interviews for appointment 5/25/21

Steve Heikin interviews for reappointment 6/22/21

Blair Hines interviews for reappointment 7/6/21

Brandon Roberts interviews for appointment 7/6/21

Abigail Hiller applies for appointment 9/14/21

Andrea Brue interviews for appointment 9/21/21

## Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Thu 9/2/2021 4:21 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

### Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Abigail Hiller
Address	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Application for specific Board/Commission?	Planning Board
What type of experience can you offer this Board/Commission?	I have several years' experience providing economic development consulting for municipalities throughout Massachusetts towards developing municipal master plans. This work has included research and analysis towards land use recommendations, such as retail gap analyses and housing demand models, as well as industry-specific deep dives on rapidly developing fields such as coworking spaces and retail marijuana. Currently, I direct research translation at an economics and policy lab based at Harvard (Opportunity Insights) that is focused on place-based policies aimed at increasing economic mobility. In this role, I "translate" empirical economic research for nontechnical audiences, making recommendations for nonprofit and community leaders, policymakers, and philanthropists. I have lived in Massachusetts for over 25 years, Greater Boston for about five, and for Brookline just over one, and I am eager to bring my expertise to our local planning board! Lastly, I have my degree in political science and economics from Cornell, with graduate coursework at Harvard in statistics and economics.
What type of issue would you like to see this Board/Commission address?	Enhance our supply of affordable housing including through expanding multi-family zoning in Brookline, increase access to affordable housing, foster inclusive economic development
Are you involved in any other Town activities?	Not formally, outside of remaining engaged with local elections, volunteering, etc
Do you have time constraints that would limit	No constraints

your ability to attend one to  
two meetings a month?

---

IF RELEVANT, YOU CAN *Field not completed.*  
ATTACH OTHER  
MATERIALS (RESUME,  
NEWSPAPER, MAGAZINE,  
OR JOURNAL ARTICLE,  
ETC.)

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**Housing Advisory Board  
(As of 2/17/20)**

**MEMBERS:**

**Roger Blood, Chair.....Term expires 2021**

**Rita McNally, Tenant Representative.....Term expires 2022**

**Pam Goodman .....Term expires 2022**

**Jonathan Klein.....Term expires 2021**

**Jennifer Raitt.....Term expires 2022**

**Vacancy.....Term expires 2023**

**Steven Heikin, Planning Board Representative**

**Michael Jacobs, Housing Authority Representative**

**Heather Hamilton, Select Board Representative**

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**Recent Activity:**

**William Hardy resigned in 2019**

**Applicants:**

**Stephen Pratt Otto interviews for appointment 8/25/20**

**Rebecca Mautner interviews for appointment 9/3/20**

**Pam Goodman interviews for appointment 9/3/20**

**Amelia Pease interviews for appointment 9/3/20**

**Lynne Sweet interviews for appointment 9/8/20**

**Jennifer Raitt interviews for reappointment 9/8/20**

**Deborah Brown interviews for appointment 9/29/20**

**Rita McNally interviews for reappointment 10/6/20**

**Ginny Vaz applies for appointment 9/14/21**



## Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Mon 8/30/2021 10:54 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

### Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Ginny Vaz
Address	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Application for specific Board/Commission?	Housing Advisory Board
What type of experience can you offer this Board/Commission?	Team player, good listener and collaborator, curious. Former Commissioner on the Women's and CDICR Commissions.
What type of issue would you like to see this Board/Commission address?	Housing equity
Are you involved in any other Town activities?	STS, BHA, WT
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	<a href="#">Copy of Vaz Resume 8.2021.pdf</a>

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## GINNY VAZ



### EDUCATION

**Simmons College** **2018**

Masters of Social Work

**Springfield College** **2015**

Bachelor of Science, Human Services

**LICENSURE** **2018**

**Licensed Certified Social Worker**

Board of Registration of Social Workers

**School Social Worker/School Adjustment Counselor**

Massachusetts Department of Elementary & Secondary Education,

### LANGUAGE PROFICIENCY

Spanish (Superior)

### PROFESSIONAL EXPERIENCE

**Public Schools of Boston** **2020 - Present**

*Transformation Social Worker* - Boston, MA

- Provide individual, group counseling and arrange support services for special education students and regular education students using evidence based practice
- Support anti-racist education of school staff/students/community through classroom curriculum, professional development, promoting cultural awareness using CLSP, CRIOP and many other tools
- Identify, refer and collaborate with providers to ensure clients have necessary support opportunities such as in school supports, individual/family therapy, in home therapy, therapeutic mentors, extra curricular programs and community support agencies
- Provide individual and whole school crisis support in collaboration with the BPS Crisis Team
- Provide comprehensive consultation to parents, school staff during individualized education plan meetings, student support, whole grade level and guidance team meetings
- Conduct sociological assessments when requested as part of the special education eligibility process
- Apply Comprehensive Behavioral Health Model/Lighthouse Model (CBHM) and Multi-Level Systems of Support (MTSS) frameworks to identify and plan whole school interventions and climate strategies
- Deliver a variety of professional learning modules to school staff on topics such as: culturally linguistic and sustaining practices, behavioral health, social emotional development and trauma informed practice
- Participate as a member of the Instructional Leadership Team, Transformation Team, and School Climate teams to support incorporating anti-racist curriculum, adult and classroom SEL instruction
- Coordinate and lead Student Support Team. Support use of Panorama to collect data and implement student interventions with fidelity
- Collaborate with family liaisons to support family engagement initiatives

**Public Schools of Boston** **2019 - 2020**

*District Social Worker* - Boston, MA

- Provide individual or group counseling and arrange support services for special education students and regular education students using evidence based practice
- Identify and refer clients to necessary support opportunities such as in school supports, individual/family therapy, in home therapy, therapeutic mentors, extra curricular programs

- Provide individual and whole school district wide crisis support in collaboration with the BPS Crisis Team
- Provide comprehensive consultation to parents, teachers, guidance counselors, school administrators and during IEP, student support, whole grade level and guidance team meetings
- Conduct sociological assessments when requested as part of the special education eligibility process
- Apply Comprehensive Behavioral Health Model/Lighthouse Model and Multi-Level Systems of Support frameworks to identify and plan whole school interventions and climate strategies
- Provide individual and whole school crisis support in collaboration with the BPS Crisis Team
- Deliver a variety of professional learning modules to staff on topics such as: behavioral health, social emotional development and trauma informed practice
- Work collaboratively with administrators and teachers to prepare and present for professional development curriculums
- Performs other related duties as requested by the Senior Director of Behavioral Health Services

## **Boston Children's Hospital Neighborhood Partnership Program at Boston Latin School 18 - 19**

### ***School Social Worker*** - Boston, MA

- Conducted individual and group psychotherapy to school-based clients (grades 7 -12). Developed short and long term treatment plans using evidence based theories. Performed risk and safety assessments
- Identified and refer clients to necessary support opportunities such as in school supports, individual/family therapy, in home therapy, therapeutic mentors, extra curricular programs, peer to peer mentoring
- Provided comprehensive consultation to parents, teachers, guidance counselors and school administrators
- Applied Comprehensive Behavioral Health Model/Lighthouse Model frameworks to identify and plan whole school interventions
- Worked collaboratively with administrators and teachers to prepare and present for professional development curriculums
- Provided clinical consultations during Student Support and Guidance Team meetings
- Participated in IEP and team consultation meetings to advocate for client's individual needs
- Served as an Equity Committee member worked toward identifying school-wide equity, race and access initiatives
- Taught Signs of Suicide and Break Free From Depression curriculum for health classes

## **South End Community Health Center**

**2017 - 2018**

### ***Clinical Social Work Intern*** - Boston, MA

- Conducted bilingual individual and group psychotherapy for community and school-based clients
- Provided comprehensive school social work services to parents, students and school staff at The Hurley School (K-8) and The Blackstone Innovation School (K-5). Developed treatment plans
- Facilitated a 4th, 7th & 8th grade psychotherapy group
- Met with families and collaterals in order to evaluate the need for services such as in home therapy, therapeutic mentors, family therapy and other community supports
- Participated in IEP and team consultation meetings to advocate for client's individual needs
- Completed Child and Adolescent Needs and Strengths (CANS)

## **Maria L. Baldwin Elementary School, Cambridge Public Schools**

**2016 - 2017**

### ***Clinical Social Work Intern*** – Cambridge, MA

- Conducted school based therapeutic individual psychotherapy
- Conducted group psychotherapy using the Rock Brain or Social Detective curriculum
- Identified necessary support and referral opportunities by meeting with families and collaterals in order to evaluate the need for services such as therapy or other community supports such as tutoring services
- Observed IEP meetings and team consultation meetings

## **Public Schools of Brookline**

**2016 - 2018**

### ***Substitute Teacher – Per Diem*** - Brookline, MA

- Supported classroom when the teacher was absent, in accordance with class and school expectations
- Implemented lesson plans, provided support, and guided learning process

## **Steps to Success, Public Schools of Brookline**

**2016 - 2017**

### ***Enrichment Specialist, Part-time*** - Brookline, MA

- Delivered high-quality, artistic educational enrichment to 4th - 6th grade students during out of school time
- Developed project-based learning curriculum combining art and science to teach students about themselves and their relation to the world around them

## **Upper Devotion School Annex (Grades 7 & 8), Public Schools of Brookline**

**2015 - 2016**

### ***Office Aid, Full time*** - Brookline, MA

- Provided administrative coordination and support for students, parents and school administrators
- Maintained accurate daily student attendance, late arrival, and early dismissal records
- Provided extra support for combined 7th and 8th grade conservatory class twice a week
- Supervised lunch blocks daily and provided substitution duties as needed
- Greeted all students by their name at school bus stop upon arrival at school

### **CERTIFICATIONS**

Trauma Informed Supervision Certificate, Simmons University

2020

Trauma Informed Care, Dr. Robert Macy Course

2019



Date: September 8, 2021

To: Mel Kleckner, Town Administrator  
Melissa Goff, Deputy Town Administrator

From: Giselle Ferro Puigbo, BCF Executive Director

Re: UPDATED PROPOSAL  
ARPA Community Engagement Effort & Technical Assistance Support

Signed into law in March 2021, the American Rescue Plan Act (ARPA) of 2021 provides substantial and transformational funding for state and local governments in their pandemic rescue and recovery efforts. Brookline will receive ~ \$32 million in federal American Rescue Plan Act (ARPA) funds to remedy COVID-19's impact on our community. There is also a potential allocation of ~ \$11 million from Norfolk County. Distributions are beginning in 2021 and funds must be obligated by the end of calendar year 2024. While these funds can be used for broad purposes, the federal government encourages local governments to "[take time and careful consideration](#)" of how ARPA funds will be used to address rescue efforts and lead to recovery as the funds provide a unique opportunity to make strategic community investments.

In support of the Town of Brookline, the Brookline Community Foundation (BCF) proposes to lead and coordinate an **ARPA Community Engagement effort** with two main purposes:

1. To educate the public on ARPA funds (eligibility, guidelines, timelines, compliance); and
2. To gather community-wide input to inform the Brookline's ARPA funding priorities.

BCF also proposes *optional technical assistance (TA) support* to interested groups and organizations to remove barriers towards submission of proposals to the Town of Brookline via [OpenGov](#) and the Brookline ARPA Request Portal.

### **ARPA Community Engagement**

BCF will invite community members across Brookline to participate in various engagement opportunities related to the Town of Brookline's ARPA funding process. Through **~8 engagement opportunities** across the community with varied formats (informational & listening sessions, focus groups, and a community charrette), we will share information about ARPA funds and funding process, facilitate listening and input sessions, and document what we hear.

We aim to meet with community leaders, activists, advocates, nonprofit executives, organizers, students, entrepreneurs, retirees, small business owners, residents of public housing,

immigrants, and residents from all walks of life in meeting rooms, conference rooms, and virtual rooms. We will make special effort to include individuals that have been disproportionately impacted by COVID-19, hard-to-reach and underrepresented groups, and those who don't typically have the opportunity to engage in critical decision-making processes.

Following those engagement opportunities, BCF will draft an **ARPA Community Engagement Report** to outline the major themes that emerge as consensus community priorities from the community engagement effort. We will present this report, not as the conclusion of a process, but as a beginning. This process will be presented to and shared with the Select Board -- the body that will set ARPA funding priorities -- as they contemplate and review projects/proposals that drive long lasting innovations in Town with this once in a lifetime investment.

The ARPA Community Engagement Plan:

- **Promote** informational & listening sessions via BCF social media and website, BIG and print media, and partner with the Town's media channels.
- **Post information about ARPA** via BCF social media and website.
- **Enlist the support of key partners, organizations and networks** that directly work with those most impacted by COVID as well as other organizations to reach a diversity of voices within Brookline.
- **Host informational & listening sessions** for community members to learn about ARPA funding and the process to submit proposals, as well as gather input for use of ARPA funds (virtual).
- **Support the coordination of focus groups** of community members with key partners and organizations (virtual + in-person where possible).
- **Host a community charrette** open to anyone with the aim of encouraging interactive public participation to offer suggestions for use of ARPA funds (preferably in person).

### **Technical Assistance Support**

BCF will offer *optional technical assistance (TA) support* to interested groups and organizations to strengthen their capacity and remove possible barriers for proposal submission in response to Brookline's ARPA Funds Request For Proposals (RFP).

Technical assistance support may include:

- Mini proposal development and grant-writing webinar (RFP explanation, common practices in proposal development, navigating OpenGov platform, etc.)
- Peer collaboration workshop for those groups and individuals seeking to work together on joint proposals
- Mini 1:1 consulting sessions
- Navigation to additional resources and subject matter expertise on particular issues (e.g. Town Department heads, Brookline Housing Authority, The Brookline Center, Brookline Food Pantry, etc.)

**Timeline**

<b>MONTH</b>	<b>ACTIVITY</b>
September	BCF promotes community engagement opportunities (informational & listening sessions, focus groups, and community charrette) through various channels
	BCF holds one (1) virtual informational & listening session
October	BCF promotes community engagement opportunities (informational & listening sessions, focus groups, and community charrette) through various channels
	BCF holds one (1) virtual informational & listening session
	BCF works with community partners to hold two (2) focus groups
	BCF hosts one (1) community charrette
November	BCF holds one (1) virtual informational & listening session
	BCF works with community partners to hold two (2) focus groups
December	BCF drafts and publishes ARPA Community Engagement Report
	BCF presents themes/findings to the Select Board
January – June 2022	Technical Assistance Support, including proposal development webinar, peer collaboration workshops, 1:1 consulting support.

**BCF's Request**

Investment in this community engagement process *now* will position Brookline to have a structured, simple, and robust community engagement process for community input into the ARPA funds process and an established process and framework for future community engagement opportunities. As with any robust effort that focuses on robust community engagement, design and implementation work, and technical assistance support, significant resources are required.



## 12.A.

In consideration for the proposed work, **BCF requests support from the Town of Brookline to underwrite this effort through non-discretionary ARPA funds in the amount of \$68,500.**

Multiple BCF staff will be involved in this engagement -- from the design phase and plan execution, to drafting and publishing the final deliverable. These staff members include BCF Executive Director, Director of Program & Partnerships, Director of Communications, and Manager of Program & Partnerships. Costs for this work are outlined in the below table, with BCF projecting to contribute approximately \$30,000 of in-kind support to this effort.

### Proposal Budget

Expense		
	ARPA Community Engagement Plan – Design and Implementation <ul style="list-style-type: none"> <li>Executive Director time allocation: 10%</li> <li>Director of Program &amp; Partnerships time allocation: 15%</li> <li>Manager of Program &amp; Partnerships time allocation: 50%</li> </ul>	\$70,000
	Technical Assistance Support – <ul style="list-style-type: none"> <li>Various BCF team members will be supporting this work between start of engagement through ~ June 2022</li> </ul>	\$20,000
	Marketing & Communications – <ul style="list-style-type: none"> <li>Director of Communications time allocation: 5%</li> </ul>	\$5,000
	Other Administrative/Operational Costs (supplies, community stipends)	\$3,500
	<b>TOTAL EXPENSES</b>	<b>\$98,500</b>
Revenue		
	Town of Brookline	\$68,500
	Brookline Community Foundation	\$30,000
	<b>TOTAL REVENUES</b>	<b>\$98,500</b>

The Brookline Community Foundation is honored to partner with the Town and to have the opportunity to further cement our role in fostering informed, engaged, and accessible community conversations that are anchored in equity and advance a shared community vision of a better Brookline for all.

13.A.



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

NOISE BY-LAW WAIVER

Company Name: Gilbane Building Company

Contact Information: Bob Braga - Sr General Superintendent

Location: 64 Westbourne Terrace (adjacent to existing Michael Driscoll School)

Date(s): 9/20/21 - 11/1/21

Time: \_\_\_\_\_

Requesting extension of time? ☐ Yes ☒ No

If yes, until what time?: \_\_\_\_\_

Will you be working overnight?: ☒ Yes ☐ No

If yes why?: This is for 24 hour dewatering operation, 7 days a week, during Support of  
excavation installation. Generator is needed to keep pumps on line.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attach detailed description of work being done.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

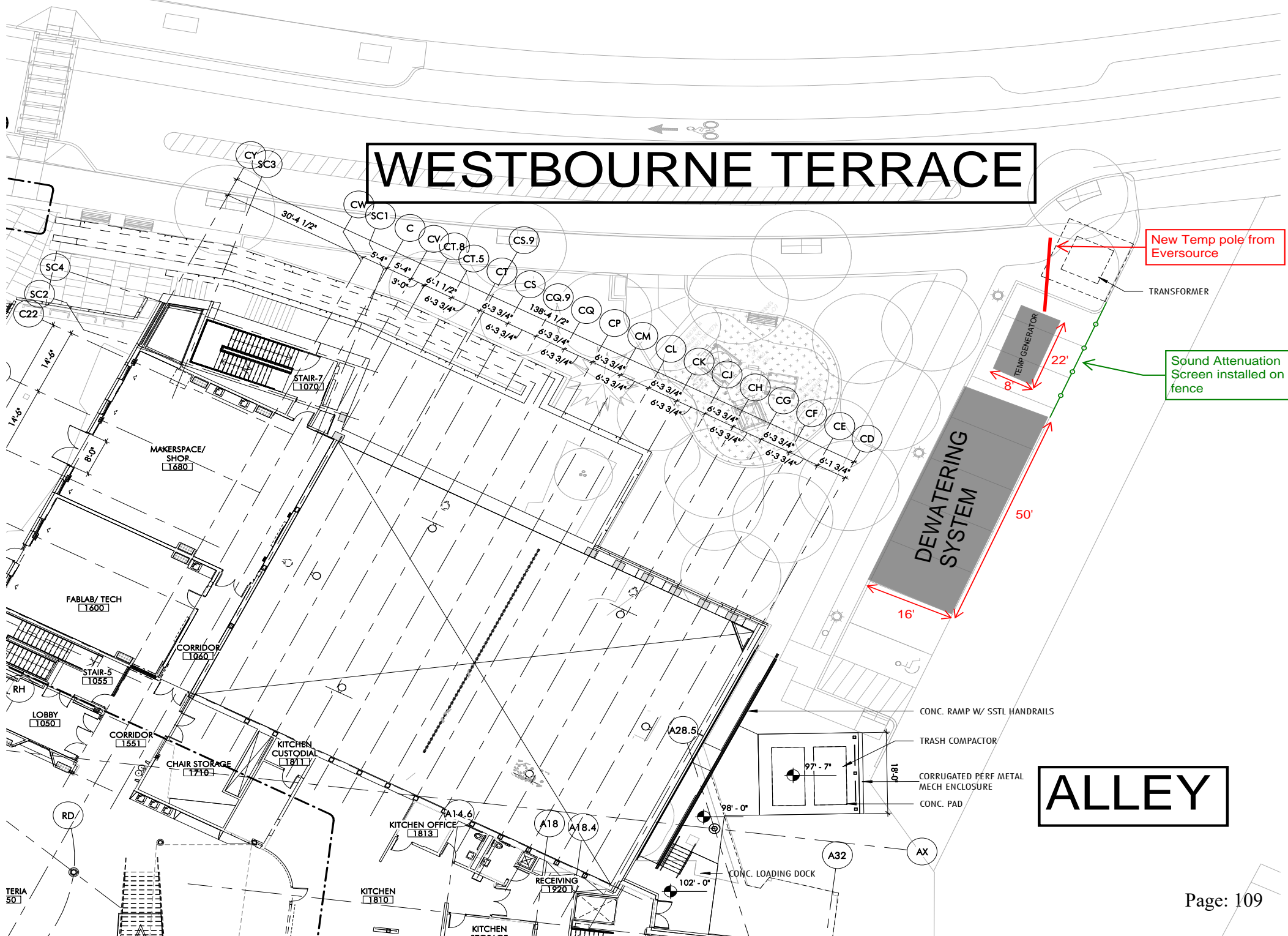
PERMITS FOR EXEMPTIONS FROM THIS BY-LAW  
SECTION 8.15.7

- (a) The Select Board, or designee, may give a special permit
- (i) for any activity otherwise forbidden by the provisions of this By-law,
  - (ii) for an extension of time to comply with the provisions of this By-law and any abatement orders issued pursuant to it, and
  - (iii) when it can be demonstrated that bringing a source of Noise into compliance with the provisions of this By-law would create an undue hardship on a person or the community. A person seeking such a permit should make a written application to the Select Board, or designee. The Town will make all reasonable efforts to notify all direct abutters prior to the date of the Select Board meeting at which the issuance of a permit will be heard.
- (b) The applications required by (a) shall be on appropriate forms available at the office of the Select Board. The Select Board, or designee, may issue guidelines defining the procedures to be followed in applying for a special permit. The following criteria and conditions shall be considered:
- (1) the cost of compliance will not cause the applicant excessive financial hardship;
  - (2) additional Noise will not have an excessive impact on neighboring citizens.
  - (3) the permit may require portable acoustic barriers during Night.
  - (4) the guidelines shall include reasonable deadlines for compliance or extension of non-compliance.
  - (5) the number of days a person seeking a special permit shall have to make written application after receiving notification from the Town that (s)he is in violation of the provisions of this By-law.
- (c) If the Select Board, or designee, finds that sufficient controversy exists regarding the application, a public hearing may be held. A person who claims that any special permit granted under (a) would have adverse effects may file a statement with the Select Board, or designee, to support this claim.

SECTION 8.15.8 HEARINGS ON APPLICATION FOR PERMITS FOR EXEMPTIONS

Resolution of controversy shall be based upon the information supplied by both sides in support of their individual claims and shall be in accordance with the procedures defined in the appropriate guidelines issued by the Select Board.

# WESTBOURNE TERRACE





# DCA400SSI4F3

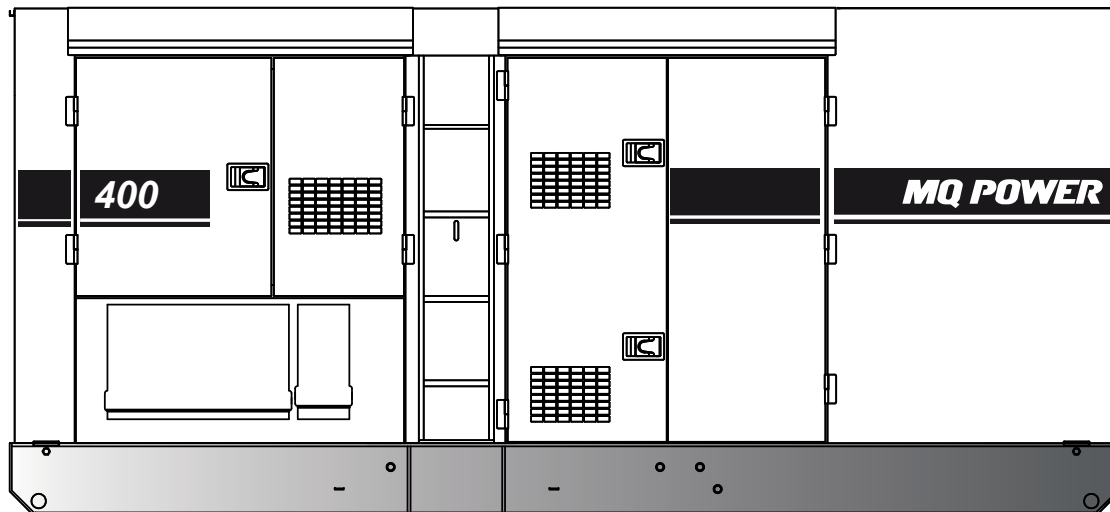
## Generator

### WhisperWatt™

**Prime Rating** — 320 kW (400 kVA)

**Standby Rating** — 336 kW (420 kVA)

3-Phase, 60 Hertz, 0.8 PF



### STANDARD FEATURES

- Heavy duty, 4-cycle, direct injection, turbocharged, charge air cooled diesel engine provides maximum reliability.
- EPA emissions certified — Tier 4 Final emissions compliant.
- Microprocessor engine control system maintains frequency to  $\pm 0.25\%$ .
- Full load acceptance of standby nameplate rating in a single step.
- Fuel/water separator removes condensation from fuel for extended engine life. Panel mounted alarm light included.
- Sound attenuated, weather resistant, steel housing provides operation at 69 dB(A) at 23 feet. Fully lockable enclosure allows safe unattended operation.
- E-coat with polyurethane enamel finish coat.
- Internal fuel tank with direct reading fuel gauges are standard.
- Brushless alternator reduces service and maintenance requirements and meets temperature rise standards for Class F insulation systems.
  - Open delta alternator design provides virtually unlimited excitation for maximum motor starting capability.
  - Automatic voltage regulator (AVR) provides precise regulation.
- Fully covered power panel. Three-phase terminals and single phase receptacles allow fast and convenient hookup for most applications including temporary power boxes, tools and lighting equipment. All are NEMA standard.
- ECU845 microprocessor-based digital generator controller.
  - Remote 2-wire start/stop control.
  - High visibility LCD display with heated screen and alphanumeric readout.
  - Operational temperature range of  $-40^{\circ}$  to  $85^{\circ}$  C.
  - AC monitoring along with fuel and DEF level indicators.
- Digital engine gauges including oil pressure, water temperature, battery volts, engine speed, engine load, fuel level and DEF level.
- Analog generator instrumentation including AC ammeter, AC voltmeter, frequency meter, ammeter phase selector switch, voltmeter phase selector switch, and voltage regulator adjustment potentiometer.
- Automatic safety shutdown system monitors the water temperature, engine oil pressure, low coolant, low DEF, overspeed, and overcrank. Warning lights indicate abnormal conditions.
- Emergency stop switch — when manually activated, shuts down generator in the event of an emergency.



# DCA400SSI4F3

## Generator

### SPECIFICATIONS

Generator Specifications	
Design	Revolving field, Self-ventilated Drip-proof, Single bearing
No. of Poles	4-pole
Excitation	Brushless with AVR
Standby Output	336 KW (420 kVA)
Prime Output	320 KW (400 kVA)
Generator RPM	1800
Voltage — 3Ø	208, 220, 240, 416, 440, 480V Reconnectable
Voltage — 1Ø	120, 127, 139, 240, 254, 277V Adjustable
Armature Connection	Star with neutral
Voltage Regulation (No load to full load)	±0.5%
Power Factor	0.8
Frequency	60 Hz
Winding Pitch	2/3
Frequency Regulation: No Load to Full Load	Isochronous under varying loads from no load to 100% rated load
Frequency Regulation: Steady State	±0.25% of mean value for constant loads from no load to full load.
Insulation	Class F
Sound Level dB(A) Full load at 23 feet	69

Engine Specifications	
Make / Model	Isuzu / BQ-6WG1X
Emissions	EPA Tier 4 Final Certified
Starting System	Electric
Design	4-cycle, water cooled, direct injection, turbocharged, charge air cooled, EGR, DOC, and SCR.
Displacement	15681 cc
No. cylinders	6
Bore x Stroke	147 x 154 mm
Gross Engine Power Output	512.3 hp (382 kWm)
BMEP	236 psi (1624 kPa)
Piston Speed	1819 ft/min (9.24 m/s)
Compression Ratio	16.5 : 1
Engine Speed	1800 rpm
Overspeed Limit	2070 rpm
Oil Capacity	15.1 gallons (57 liters)
Battery	12V 200Ah x 2 (24 V Systems)

Fuel System		
Recommended Fuel	ASTM-D975-No.1 & No.2-D*	
Maximum Fuel Flow (per hour)	98.8 gallons (374 liters)	
Maximum Inlet Restriction (Hg)	8.86 in (225 mm)	
Fuel Tank Capacity	55.5 gallons (210 liters)	
Fuel Consumption	gph	lph
At full load	27.63	104.58
At 3/4 load	20.35	77.04
At 1/2 load	13.4	50.76
At 1/4 load	8.35	31.62
DEF Tank Capacity	14.8 gallons (56 liters)	

\* - Use ultra-low sulfur diesel fuel.

Cooling System	
Fan Load	17.8 hp (13.3 kW)
Coolant Capacity (with radiator)	19.4 gallons (73.6 liters)
Coolant Flow Rate (per minute)	111 gallons (420 liters)
Heat Rejection to Coolant (per minute)	12,606 Btu (13.3 MJ)
Maximum Coolant Friction Head	20.3 psi (140 kPa)
Maximum Coolant Static Head	29.5 feet (9.0 meters)
Ambient Temperature Rating	104°F (40°C)

Air	
Combustion Air	872 cfm (24.7 m³/min)
Maximum Air Cleaner Restriction	25 in. H <sub>2</sub> O (6.2 kPa)
Alternator Cooling Air	2790 cfm (79.0 m³/min)
Radiator Cooling Air	14129 cfm (400 m³/min)

Exhaust System	
Gas Flow (full load)	1635 cfm (46.3 m³/min)
Gas Temperature	968°F (520°C)
Maximum Back Pressure	180.7 in. H <sub>2</sub> O (45 kPa)

Amperage	
Rated Voltage	Maximum Amps
1Ø 120 Volt	888.9 Amps (4 wire)
1Ø 240 Volt	444.4 Amps (4 wire)
3Ø 208 Volt	962.3 Amps
3Ø 240 Volt	962.3 Amps
3Ø 480 Volt	481.1 Amps
Main Line Circuit Breaker Rating	1000 Amps
Over Current Relay Trip Set Point	480 Amps

### WARRANTY\*

#### Isuzu Engine\*\*

12 months from date of purchase with unlimited hours or 36 months from date of purchase with 3,000 hours (whichever comes first).

#### Generator

24 months from date of purchase or 2,000 hours (whichever occurs first).

#### Trailer

12 months excluding normal wear items.

\*Refer to the express written, one-year limited warranty sheet for additional information.

\*\*Refer to Isuzu Diesel Engine Limited Warranty for details.

### NOTICE

Specifications sheet is subject to change and is not intended for use in installation design.





## DCA400SSI4F3 Generator

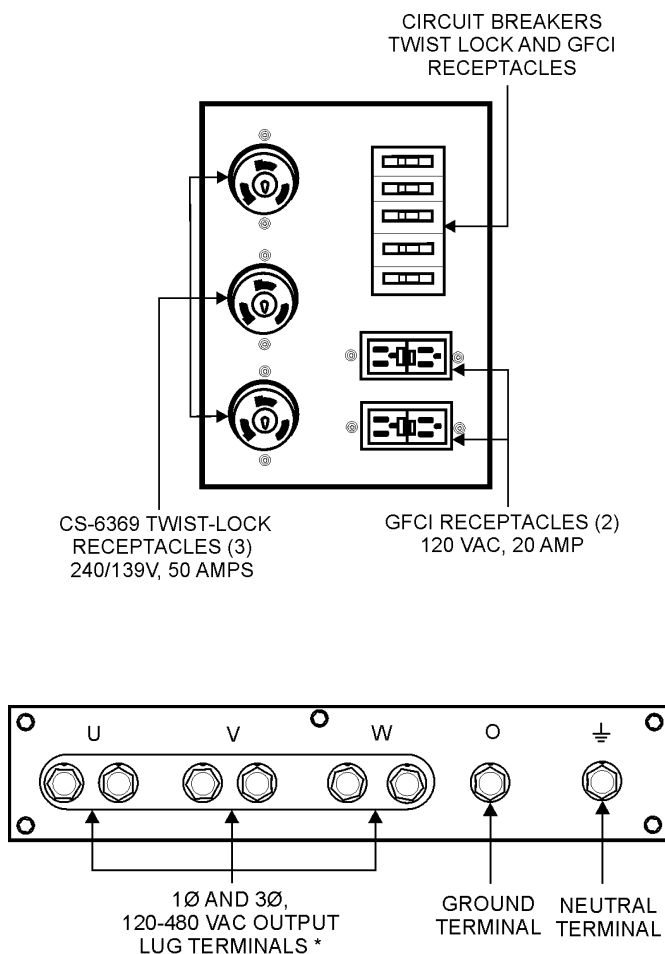
### MQ POWER DECIBEL LEVELS

Our soundproof housing allows substantially lower operating noise levels than competitive designs. WhisperWatts are at home on construction sites, in residential neighborhoods, and at hospitals — just about anywhere.

- 90 — Subway / truck traffic
- 80 — Average city traffic
- 70 — Inside car at 60 mph  
— WhisperWatt at 23 feet
- 60 — Air conditioner at 20 feet
- 50 — Normal conversation

69.0  
DECIBELS

### GENERATOR OUTPUT PANELS



### OPTIONAL GENERATOR FEATURES

- **Parallel Controls** — provides the ability to connect multiple generators together into a single power generation system.
- **PowerBalance™** — designed to assist generators when operating under low temperature and/or low load conditions to insure peak performance.
- **Battery Charger** — provides fully automatic and self-adjusting charging to the generator's battery system.
- **Jacket Water Heater** — for easy starting in cold weather climates.
- **Trailer Mounted Package** — highway legal trailer with electronic or surge brakes with double or triple axle configuration. Extra capacity fuel tanks are also available.

### OPTIONAL CONTROL FEATURES

- **Audible Alarm** — alerts operator of abnormal conditions.

### OPTIONAL FUEL CELL FEATURES

- **Trailer Fuel Tank** — a second fuel cell located in the trailer allows for extended run time.
- **Sub-base Fuel Cells (double wall)** — additional fuel cell for extended runtime operation. Contains a leak sensor, low fuel level switch, and a secondary containment tank. UL142 listed.
- 12 hours of minimum run time.
- 24 hours of minimum run time.

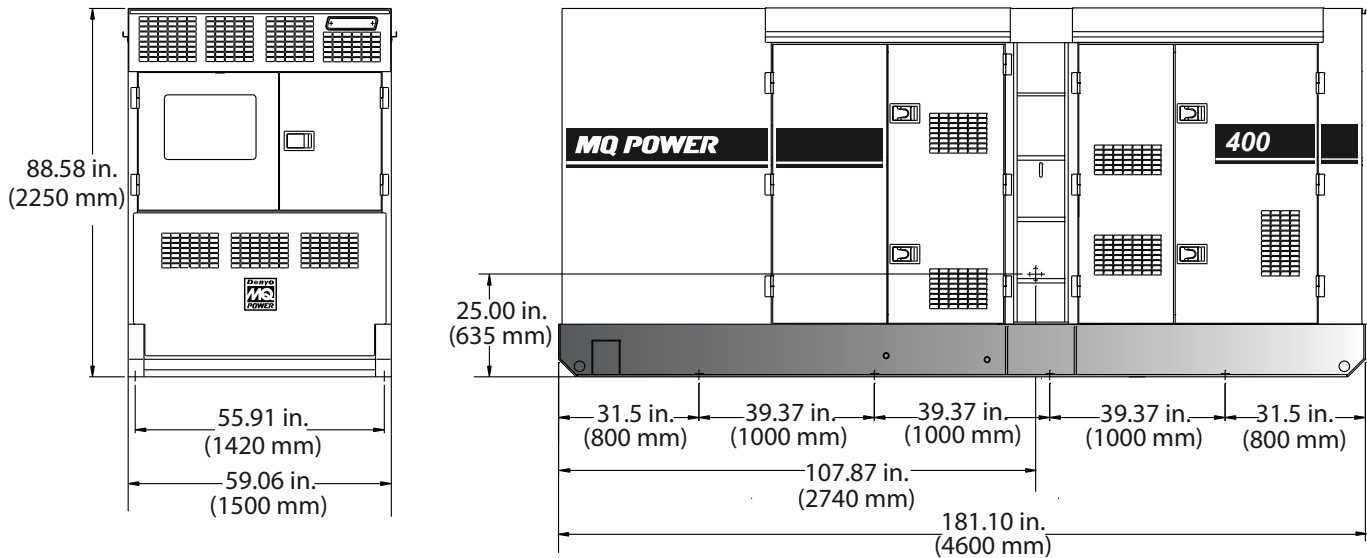
### OPTIONAL OUTPUT CONNECTIONS

- **Cam-Lok Connectors** — provides quick disconnect alternative to bolt-on connectors.
- **Pin and Sleeve Connectors** — provides industry standard connectors for all voltage requirements.
- **Output Cable** — available in any custom length and size configuration.

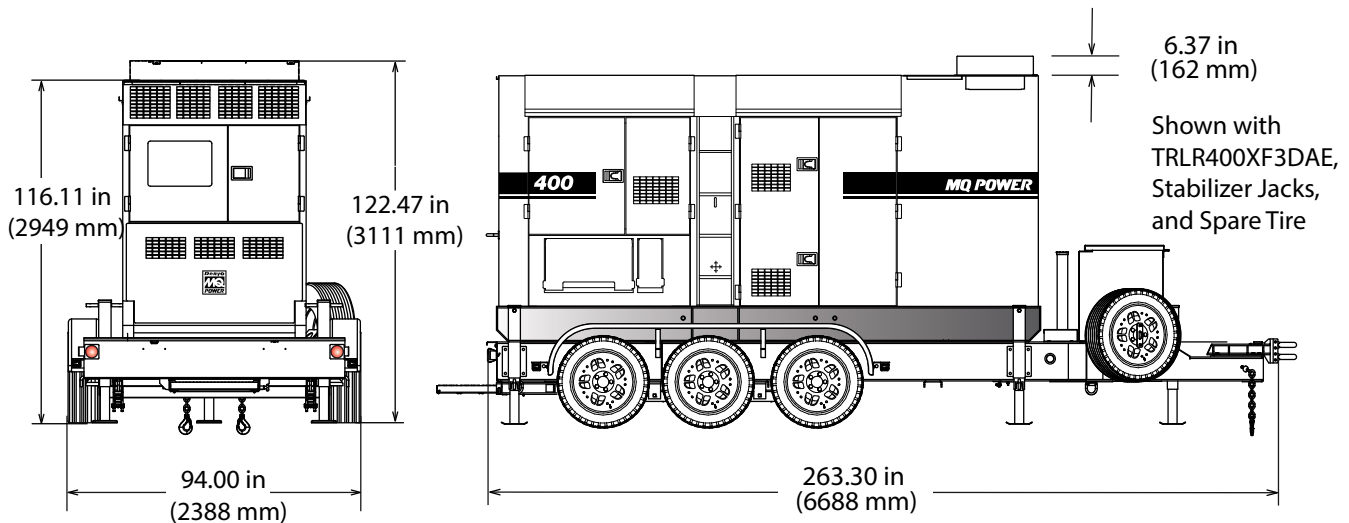


# DCA400SSI4F3 Generator

## SKID-MOUNT DIMENSIONS



## TRAILER-MOUNT DIMENSIONS



### DCA400SSI4F3 Weights\*

Dry Weight	12,280 lbs. (5,570 kg)
Wet Weight	13,184 lbs. (5,980 kg)
Max. Lifting Point Capacity	21,000 lbs (9525.44 kg)

\* Weights do not include options.

### DCA400SSI4F3 and TRLR400XF3DAE Weights\*

Dry Weight (with TRLR400XF3)	16,290 lbs. (7,389 kg)
Wet Weight (with TRLR400XF3)	17,194 lbs. (7,799 kg)

Generator can be placed on MQ Trailer  
Model TRLR400XF3DAE.

### NOTICE

Features and Specifications are  
subject to change without notice.



**MULTIQUIP**  
6141 Katella Avenue Suite 200  
Cypress, CA 90630  
310-537-3700  
E-MAIL: [mq@multiquip.com](mailto:mq@multiquip.com)  
WEBSITE: [www.multiquip.com](http://www.multiquip.com)

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Each Member of the Board

FROM: Melissa Goff, Deputy Town Administrator

RE: **A Special Town Meeting within the Special Town Meeting**

DATE: 9/10/21

---

Given the length of the most recent Town Meetings, I am recommending that the Board continue the practice of filing the time sensitive budget article under a new Special Town Meeting. Segregating this article will allow us to close the budget in a timely fashion, which will help facilitate a smooth process to set the tax rate for the fiscal year. There is one article that should be included in this Town Meeting:

1. Budget amendments- This article will be used for changes in State Aid and Local Receipts estimates, appropriation of TNC funds and additional funding from the HCA stabilization fund.

The Board will need to take a vote calling for a Special Town Meeting that waives the requirements of Sections 2.1.2 – 2.1.3 of the Town’s By-Laws. The requirements being waived are:

1. posting notice of the Board’s intention to hold a Special Town Meeting at least 14 days prior to the opening of the warrant (Section 2.1.2); and
2. closing the Warrant 75 days prior to the start of the Special Town Meeting (Section 2.1.3).

The Board does have the authority to waive these requirements under Section 2.1.4:

“The requirements of sections 2.1.2 through 2.1.4, inclusive, may be waived when the Select Board determine that emergency conditions, or a situation requiring immediate actions or the provisions of any general or special law require such a waiver.”

The recommended votes are as follows:

**VOTE TO CALL SPECIAL TOWN MEETING**

VOTED: To call a Special Town Meeting on Tuesday, November 16, 2021, at 7:30 p.m. at the High School Auditorium and via Zoom; to waive the requirements of Sections 2.1.2 through 2.1.4 of the Town’s By-Laws; to open and close the Warrant; and to insert in the said Warrant the following articles:

ARTICLE 1:

To see if the Town will:

- A) Appropriate additional funds to the various accounts in the fiscal year 2022 budget or transfer funds between said accounts;
- B) And determine whether such appropriations shall be raised by taxation, transferred from available funds, provided by borrowing or provided by any combination of the foregoing; and authorize the Select Board, except in the case of the School Department Budget, and with regard to the School Department, the School Committee, to apply for, accept and expend grants and aid from both federal and state sources and agencies for any of the purposes aforesaid.
- C) Appropriate \$81,753.60, to be expended under the direction of the Commissioner of Public Works, to address the impact of transportation network services on municipal roads, bridges and other transportation infrastructure.

or act on anything relative thereto.

**VOTED:** To execute the Warrant for the November 16, 2021 Second Special Town Meeting.



WARRANT  
THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF BROOKLINE  
ANNUAL TOWN MEETING

Norfolk, ss

To Any Constable of the Town of Brookline

Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to NOTIFY and WARN the inhabitants of the TOWN OF BROOKLINE, qualified to vote at elections to meet by means of the Zoom video conferencing platform and telephone conferencing system described more particularly below on November 16, 2021 at 7:00 o'clock in the evening, at which time and place the following articles are to be acted upon and determined exclusively by the representative Town Meeting.

Pursuant to Chapter 92 of the Acts of 2020, the Town Meeting shall be held remotely by the means requested in the accompanying letter from the Moderator dated June 24, 2021 as follows: The Moderator, Town Meeting Members, Town officials and registered voters residing in the town who have arranged with the Town Clerk to participate in the Meeting may access and witness the deliberations and actions taken at the Meeting via the Zoom videoconferencing platform and/or telephone conferencing by following the instructions to be provided to them in advance by the Moderator, the Town Clerk or a designee. Registered voters residing in the Town who wish to participate in the Meeting must submit a request to the Town Clerk at [bkaufman@brooklinema.gov](mailto:bkaufman@brooklinema.gov) not later than 7:00 PM on November 15, 2021. All other interested members of the public who wish to witness the deliberations and actions taken at the Meeting may do so via the live video streaming service provided by Brookline Interactive Group at [brooklineinteractive.org/live](http://brooklineinteractive.org/live) or on RCN Channel 15 or Comcast Channel 23”;

**ARTICLE 1**

Submitted by: Select Board

To see if the Town will, in accordance with General Laws, Chapter 44, Section 64, authorize the payment of one or more of the bills of previous fiscal years, which may be legally unenforceable due to the insufficiency of the appropriations therefor, and appropriate from available funds, a sum or sums of money therefor.

or act on anything relative thereto.

**ARTICLE 2**Submitted by: Human Resources

To see if the Town will raise and appropriate, or appropriate from available funds, a sum or sums of money to fund the cost items in collective bargaining agreements between the Town and various employee unions; fund wage and salary increases for employees not included in the collective bargaining agreements; and amend the Classification and Pay Plans of the Town; or act on anything relative thereto.

**ARTICLE 3**Submitted by: Select Board

To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation, as set forth below, relating to the exempting of employees in the Police Department from the Civil Service Law; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approve amendments to the bill before enactment by the General Court, and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition;

**AN ACT EXEMPTING CERTAIN EMPLOYEES OF THE POLICE  
DEPARTMENT IN THE TOWN OF BROOKLINE FROM THE CIVIL  
SERVICE LAW.**

*Be it enacted by the Senate and House of Representatives in General Court  
assembled, and by the authority of the same, as follows:*

**SECTION 1.** Notwithstanding the provisions of any general or special law to the contrary, all positions in the police department of the town of Brookline shall be exempt from the provisions of chapter 31 of the General Laws.

**SECTION 2.** Section 1 shall not impair the civil service status of any person employed by the police department of the town of Brookline on the effective date of this act.

**SECTION 3.** This act shall take effect upon its passage.

or take any action relative thereto.

**ARTICLE 4**Submitted by: Select Board

To see if the Town will authorize the Select Board to petition the Legislature to amend Section 5 of Chapter 270 of the Acts of 1985 entitled "An Act Establishing the Position of Town Administrator in the Town of Brookline", as it may have been further amended, for the purpose of authorizing the Town to further delegate by General By-Law any and all licensing authority of the Select Board; provided, that the Legislature may reasonably vary the form and substance of the requested legislation within the scope of the general public objectives of this petition.

AN ACT AMENDING SECTION 5 OF CHAPTER 270 OF THE ACTS OF 1985, AS AMENDED, TO AUTHORIZE DELEGATION BY GENERAL BY-LAW OF ALL SELECT BOARD LICENSING AUTHORITY

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding Chapter 138, Chapter 140, or Chapter 148 of the Massachusetts General Laws, or or any other general or special law to the contrary, the Section 5 of Chapter 270 of the Acts of 1985 is hereby amended by striking the following text: “, except the licensing of innholders, lodging houses, common victuallers, food vendors, secondhand motor vehicles, open air parking, liquor sales and theaters and entertainment.”

SECTION 2. This act shall take effect upon its passage.

or act on anything relative thereto.

**ARTICLE 5**

Submitted by: Commissioner of Public Works

To see if the Town will authorize and empower the Select Board to grant an access easement to 62 Harvard Street LLC, a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts, and the owner of 60-64 Harvard Street, Brookline, Massachusetts (Assessor’s Parcel ID # 172-05-10) or one of its successors or assigns, for One Dollar (\$1.00); and other good and valuable consideration upon terms and conditions that are in the best interest of the town; said grant of easement is for the relocation of the prior access to the 60-64 Harvard Street lot; said access easement to be located over a portion of land now known as Pierce Street and a portion of land at the Public Health Department lot at 11 Pierce Street, Brookline, Massachusetts (Assessor’s Parcel ID # 172-09-00) comprising approximately 6,697 +/- square feet as substantially shown on the plan submitted herewith entitled “Proposed Access Easement Sketch for 60-64 Harvard Street, Brookline, Mass.” prepared by Feldman Land Surveyors dated 09/01/21, as may be amended, said plan on file with the Town Clerk. Said Plan and Easement Agreement to be recorded at the Norfolk County Registry of Deeds upon acceptance by the Select Board.

Or act on anything relative thereto.

**ARTICLE 6**

Submitted by: Commissioner of Public Works, ADA Coordinator

To see if the Town will amend the General By-Laws, Part VII, Streets and Ways, Article 7.5, General Prohibitions, Section 7.5.11, Obstructions, as follows (additions are underlined and deletions appear in stricken text):



**ARTICLE 7.5**  
**GENERAL PROHIBITIONS**

**SECTION 7.5.11 OBSTRUCTIONS**

- (a) No person shall place or cause to be placed in any street or upon any sidewalk of the town, any **object, material, lumber, coal, iron, trunk, bale, box, crate, cask, package, article, or anything whatsoever so as to obstruct a free passage for travelers, nor shall any Property Owner or Property Manager allow vegetation from any property under their control to obstruct free passage on the sidewalks or ways contiguous to such property.** ~~allow any of the same to remain more than one hour after being notified~~ **Upon notification** by a police officer **an authorized agent of the Town** to remove it, **said obstruction must be removed.** ~~it, except that n~~ Nothing herein contained shall be construed to prevent the use of streets and sidewalks for ~~building~~ **construction or temporary storage** purposes upon obtaining a permit from the **Town** Select Board. **For purposes of this Section, "Property Owner" shall mean the legal owner of record of real property as listed by the tax assessor's records and "Property Manager" shall mean any tenant in possession or person or entity in control of real property, including, but not limited to, a condominium association.**
- (b) **The Commissioner of Public Works shall have the authority to promulgate regulations to implement the provisions of this By-Law, subject to the approval of the Select Board.**
- (c) **Compliance period: Any roadway or sidewalk obstruction shall be removed within one hour after notification to remove it except that a vegetative sidewalk obstruction shall be removed within the period established by regulation or within 21 days, whichever is shorter.**
- (d) **Violations of this By-Law and its regulations shall be subject to the following penalties in accordance with Article 10.1., in addition to applicable court costs for any enforcement actions taken.**

**Failure to remove a vegetative sidewalk obstruction within the compliance period following the initial notification shall constitute a First Offense. An obstruction remaining after this initial compliance period shall cause a second notification to be issued, which shall begin a second compliance period; failure to remove the obstruction within this second compliance period shall constitute a Second Offense, and similarly for subsequent notifications, compliance periods, and penalties. Penalties are cumulative.**

<b><u>First Offense</u></b>	<b><u>\$100.00</u></b>
<b><u>Second Offense</u></b>	<b><u>\$200.00</u></b>
<b><u>Each Subsequent Offense</u></b>	<b><u>\$300.00</u></b>

**For all other roadway or sidewalk obstructions, failure to remove an obstruction within the compliance period after notification shall constitute**

## 14.A.

**a First Offense. Repeated obstructions and repeated failures to comply shall be deemed Second and Subsequent Offenses.**

<b><u>First Offense</u></b>	<b><u>\$25.00</u></b>
<b><u>Second Offense</u></b>	<b><u>\$50.00</u></b>
<b><u>Each Subsequent Offense</u></b>	<b><u>\$100.00</u></b>

Or act on anything relative thereto.

### **ARTICLE 7**

**Submitted by:** Select Board

To see if the Town will amend Section 8.37.3 of Article 8.37 of the Town's General By-Laws, "CAPS ON THE NUMBER OF SELECT BOARD LICENSES FOR MARIJUANA RETAILERS", as follows (additions are in bold, underlined text, and deletions are in bold, stricken text):

Section 8.37.3                      CAPS ON THE NUMBER OF SELECT BOARD LICENSES FOR MARIJUANA RETAILERS

The Select Board shall not issue more Marijuana Establishment licenses in each of the following categories of Marijuana Establishment licenses than the number that is 20% of the number of liquor licenses for off-premises alcohol consumption that have been issued by the Select Board pursuant to M.G.L. c. 138, § 15, as rounded up to the nearest whole number in the event the number is a fraction: a) Storefront Marijuana Retailers, b) Marijuana Delivery Operators, c) Social Consumption Marijuana Retailers, and d) Marijuana Couriers. **The Select Board may increase the foregoing limitation in (a) by two (2) as to Storefront Marijuana Retailers in the event it is granting the additional license(s) to an Equity Applicant as defined in a Select Board policy or regulation then in effect.**

or act on anything relative thereto.

### **ARTICLE 8**

**Submitted by:** Susan Park TMM2, Alok Somani, Regina Frawley TMM16, Bruce Levin, Cher Duffield TMM6, Ana Albuquerque TMM1, Faith Michaels TMM5

To see if the Town will amend Article 8.37, Section 8.37.4 of the Town's General Bylaws as follows: (deletion appearing in strikeout, addition in bold underline):

Section 8.37.4 CAPS ON THE NUMBER OF SELECT BOARD LICENSES FOR MARIJUANA RETAILERS

The Select Board shall not issue more Marijuana Establishment licenses in each of the following categories of Marijuana Establishment licenses than the number that is 20% of

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the number of liquor licenses for off-premises alcohol consumption that have been issued by the Select Board pursuant to M.G.L. c. 138, § 15, as rounded ~~up~~ **down** to the nearest whole number in the event the number is a fraction: a) Storefront Marijuana Retailers, b) Marijuana Delivery Operators Delivery-Only Marijuana Retailers; and c) Social Consumption Marijuana Retailers, and d) Marijuana Couriers.

This bylaw, as amended, shall take effect only upon an affirmative vote by the voters of a ballot question as provided in G.L. c. 94G, s. 3(e);

or act on anything relative thereto.

### **ARTICLE 9**

Submitted by: Alok Somani, Susan Park TMM2

To see if the Town will resolve to create a Study Committee, with membership that represents a diversity of views, to carefully consider and articulate policy goals and define actions designed to achieve those goals with respect to the recreational marijuana industry.

The lawful recreational marijuana industry is new and has the potential to cause disproportionate damage to our underaged and marginalized population. And, according to the CDC, the health consequences of long-term use are not yet known with certainty.

WHEREAS in 2016 the State of Massachusetts legalized recreational marijuana and in 2017 established the Cannabis Control Commission to implement and administer the laws enabling access to adult use marijuana.

WHEREAS Although 935 CMR 500.000 establishes ten license classes, the Cannabis Control Commission is implementing the law in stages by allowing new license types as regulations are promulgated. For example, the Cannabis Control Commission allowed licensing of retail establishments in 2018, then allowed licensing of delivery only in 2020 and then allowed licensing of another type of marijuana delivery in 2021.

WHEREAS Brookline recently amended its bylaws to accommodate the release of marijuana delivery licensing, for example Warrant Article 20 as submitted by the Planning Department and approved in the prior Town Meeting, but in that process, did not also consider amendments to address the license types that the Cannabis Control Commission plans to release as it continues to implement the law.

WHEREAS While marijuana is legal in Massachusetts for people ages 21 years and older, marijuana use by children and teenagers is prohibited by law.

WHEREAS It is important to our community that we all stay healthy and safe. One way to do this is to work to prevent underage drug use, including marijuana. This is especially important for teenagers since marijuana causes disproportionate harm to the developing brain.

WHEREAS the [Cannabis Control Commission's](#) website contains the following warning with respect the health effects of marijuana use by those who are underaged:

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“Cannabis may impair your decision-making, negatively affect your mental health, and – if smoked – increase your blood pressure and hurt your lungs. For young people, it is especially important to note cannabis’ impact on brain development: your brain is not fully developed until you reach your mid-20s, and regular cannabis use during adolescence and early adulthood can lead to brain changes that negatively affect memory, learning, and attention. If you start using marijuana when you are young, you may increase your chances of becoming dependent on it. All of these factors may make it harder for you to earn good grades and achieve your goals.”

WHEREAS the Town of Brookline’s [website](#) contains a link to the [CDC - Marijuana and Public Health](#) website that provides the following information about the addiction risk associated with the use of marijuana:

“About 1 in 10 marijuana users will become addicted. For people who begin using before the age of 18, that number rises to 1 in 6. “ ... “Researchers do not yet know the full extent of the consequences when the body and brain (especially the developing brain) are exposed to high concentrations of THC or how recent increases in potency affect the risk of someone becoming addicted. “

WHEREAS as a Country, State and Town, in addition to taxing and regulating use, we regulate other aspects of the tobacco industry such as advertising, use of flavors and other attributes with the policy goal to reduce the attractiveness of products to those who are underaged.

WHEREAS there has been an increase in advertising of recreational marijuana in town, for example a kiosk on Harvard Street, cannabis delivery sign by Lantern at Carlton St. and Beacon, near the border with Allston, etc. The very prominent advertising has the potential to adversely influence our underaged population.



WHEREAS the headline “First-ever Cannabis Cup Sparks Lines At Local Dispensaries” appeared in the Brookline Patch on Friday August 27, 2021. The news report states that between August 21 and October 17 there is a people’s choice competition to identify and award the best cannabis products across 11 categories by dispersing judging kits to local consumers. The categories include: 1. Indica Flower 2. Hybrid Flower 3. Sativa Flower 4. Sungrown Flower 5. Pre-Rolls (Infused and Non-Infused) 6. Solvent Concentrates 7. Non-Solvent Concentrates 8. Vape Pens and Cartridges 9. Edibles 10. Ingestibles 11. Topicals.

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NETA is participating by supplying these kits for purchase. What if this very same people's choice competition had been for tobacco products and not marijuana products? WHEREAS Brookline has a **Commission for Diversity Inclusion & Community Relations** that provides oversight regarding program and services that serve Brookline's Youth.

WHEREAS Brookline has an **Advisory Council on Public Health** the mission of which is to preserve, protect & promote the physical, mental, and environmental health of the Brookline Community.

NOW THEREFORE, be it resolved, that Town Meeting directs that the Moderator, or designate, oversees, within sixty (60) days following the Town Meeting vote, the creation of a Study committee comprised of seven voting members. The seven members will be comprised of three members nominated by the Moderator, one member nominated by the Select Board, one member nominated by the Brookline Department of Health and Human Service, one member nominated by the Director of the Office of Diversity, Inclusion and Community Relations and one member nominated by the Advisory Council on Public Health. The committee shall be directed to:

- consider and recommend policy goals related to recreational marijuana sales, delivery and consumption that balance community priorities that include but are not limited to maintaining reasonable adult access, tax revenue, community health, protection of our underaged population, etc.;
- consider the Cannabis Control Commission's implementation plan and timeline to allow new license types and recommend what actions should be taken so that the Town can consider and act in a timely fashion;
- consider current federal, state and local tobacco law and regulations and recommend whether any restrictions that apply to tobacco should also be considered for recreational marijuana;
- consider and recommend restrictions to advertising with the policy goal of reducing risk to those who are underaged;
- consider and recommend a data acquisition and analysis framework to baseline and understand the health impacts of recreational marijuana use in Brookline;
- consider and recommend a policy position with respect to M.G.L. c. 94G, §3(b) which provides local control over the question of allowing social consumption on the premises where sold;
- notify and consult with interested parties to ensure a diversity of views are considered, including adults who access recreational marijuana, parents, high school students, and college students because the majority of these students are considered underage with respect to the lawful recreational marijuana industry.

and recommend to Town Meeting any amendments to the by-laws the committee believes are necessary to implement the proposed policy goals. The committee shall be further instructed to complete their report with recommendations in the form of a warrant article to be submitted for consideration at the next Town Meeting.

Or act on anything relative thereto.

**ARTICLE 10**Submitted by: Select Board

To see if the Town will authorize and empower the Select Board to file a petition with the General Court for special legislation as set forth below:

**AN ACT AUTHORIZING THE TOWN OF BROOKLINE TO HOLD HYBRID TOWN MEETINGS.**

*Provided that the General Court may reasonably vary the form and substance of this requested legislation within the scope of the general public objectives of this petition, be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

SECTION 1. Notwithstanding any general or special law, charter provision, ordinance or by-law to the contrary, the Town of Brookline may hold town meetings at which participants attend both in person and remotely (hereinafter sometimes called a “hybrid meeting”), subject to the following:

- (a) The determination of whether a town meeting shall be a hybrid meeting shall be made by the Select Board at the time that it approves the warrant for such meeting, and the warrant shall contain such provisions as shall be deemed by the moderator and Town Counsel to be necessary in order properly to notify participants in such meeting of the requirements set forth in this section.
- (b) Except as otherwise set forth in this section, town meeting members and other participants in a hybrid meeting may elect to attend such meeting either in person, at the location designated in the warrant for such meeting, or remotely by means of a video conferencing platform.
- (c) All town meeting members attending a hybrid meeting, whether in person or remotely, shall be counted for purposes of determining the presence of a quorum at the meeting.
- (d) The moderator, the Town Clerk and all members of the Town’s information technology staff and other persons required to operate the voting and other technical systems necessary for the proper function of a hybrid meeting in accordance with this section shall attend each session of a hybrid meeting in person. All other participants in a hybrid meeting, including town meeting members and other residents and non-residents of the Town, may attend each session of a hybrid meeting either in person or remotely. In order to attend a session of a hybrid meeting remotely, a participant shall be required to provide written or electronic notice of such participation to the moderator and Town Clerk, which notice shall be required to be received no later than 48 hours before such session. Such notices may cover such person’s remote attendance at one or more sessions of a hybrid meeting. Such notice requirement may in general or in specific instances be waived for Town officials and other Town employees by the moderator, by written notice to the Town Clerk and Office of the Select Board.
- (e) The video conferencing platform shall afford all remote participants in a hybrid meeting the ability to identify and hear the moderator and each town meeting member who attends the meeting, as well as any other persons who participate in the meeting. All remote participants in a hybrid meeting shall have substantially the same access as in-person participants to the content of handouts, presentations and other material distributed or displayed, prior to or during the meeting, to in-person participants in the meeting.

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- (f) All participants in a hybrid meeting, whether attending in person or remotely, shall have a substantially equal opportunity to request recognition by the moderator, make a motion or raise a point of order or question of privilege.
- (g) All town meeting members participating in a hybrid meeting, whether attending in person or remotely, shall have the opportunity to vote on all matters put to a vote of town meeting members; such votes shall to the extent feasible be taken substantially contemporaneously; and such votes shall in the case of recorded votes be published as soon as practicable subject to the abilities of the respective voting systems used for in-person and remote votes. All votes at a hybrid meeting shall be taken by such means and in such a manner as shall be determined by the moderator to record accurately and securely the votes of those entitled to vote at the meeting.
- (h) Town meeting members who do not have access to the video or other conferencing system used for remote participants in a hybrid meeting may participate in the meeting via telephone conference call. The requirements of sub-sections (e) and (f) of this section shall to the extent that they cannot be complied with through telephone conferencing not apply to such town meeting members. No persons other than town meeting members shall be permitted to participate in a hybrid meeting via telephone conference call.

SECTION 2. All actions taken during a hybrid meeting held pursuant to section 1 are hereby ratified, validated and confirmed to the same extent as if the hybrid meeting had been conducted entirely in person, and such actions shall be deemed to comply in all respect with all other applicable laws, charter provisions, ordinances and by-laws.

SECTION 3. This act shall take effect upon its passage.

or act on anything relative thereto

### **ARTICLE 11**

Submitted by: Bonnie Bastien (TMM 5), Mike Toffel (TMM 8), Elizabeth Schafer (TMM 10), Marissa Vogt (TMM 4), Jeffrey Benson (TMM 3), and Anne Weaver (TMM 11)

To see if the Town will authorize and empower the Select Board to file a petition with the General Court for special legislation as set forth below:

### **AN ACT EXEMPTING THE TOWN OF BROOKLINE FROM IN-PERSON QUORUMS.**

*Provided that, the General Court may reasonably vary the form and substance of this requested legislation which shall be within the scope of the general public objectives of this petition, be it enacted by the Senate and House of Representatives, in General Court assembled, and by the authority of the same as follows:*

SECTION 1. The town of Brookline shall be exempt from the provision of chapter 30, section 20(d), that requires that a quorum of the body, including the chair be present at an in-person meeting location (specifically, from "and provided further, that a quorum of the body, including the chair, are present at the meeting location").

SECTION 2. This act shall take effect upon its passage.



Or act on anything relative thereto

**ARTICLE 12**

Submitted by: Bonnie Bastien (TMM 5), Michael Toffel (TMM 8), Elizabeth Schafer (TMM 10), Marissa Vogt (TMM 4), Jeffrey Benson (TMM 3), and Anne Weaver (TMM 11)

To see if the Town will adopt the following Resolution:

WHEREAS, the temporary COVID provisions that suspended the Massachusetts Open Meet Law (OML) requirement that quorum must be in-person resulted in never-before-seen accessibility for civic participation via remote meeting access; and

WHEREAS, those COVID provisions are set to expire on April 1, 2022; and

WHEREAS a reversal from this greater accessibility will dampen residents' ability to attend meetings and serve as members of public bodies; and

WHEREAS, the technology required for audio visual accessibility is becoming more common and less expensive; and

WHEREAS, audiovisual accessibility accommodation is something many in disability communities and organizations have been fighting for for years; and

WHEREAS, policies and decisions our public bodies make can have a large impact on the people who are most excluded from participating in those public bodies; and

WHEREAS, the ability to attend meetings remotely has eliminated critical access barriers to a "seat at the table" for the past 18 months; and

WHEREAS, we must not return to an inequitable past as we move forward after the pandemic.

NOW THEREFORE BE IT RESOLVED THAT:

1. Brookline Town Meeting calls on the Select Board to equip all municipal conference and hearing rooms with audiovisual equipment to enable all public bodies meeting under OML to provide audiovisual participation access for attendees and members by no later than November 1, 2022; and
2. The Town of Brookline should consider using non-traditional funding sources to fund the technology and training necessary to support public bodies meeting in a hybrid manner.

Or act on anything relative thereto.

**ARTICLE 13**

Submitted by: Mike Toffel, TMM 8

To see if the Town will amend the Town's General By-laws as follows (language to be stricken appearing in ~~strikeout~~, language to be added appearing in underline):

ARTICLE 2.1 TOWN MEETINGS

ARTICLE 2.1.15 TOWN MEETING COMMITTEES

Committees that are established pursuant to a vote of Town Meeting and are not considered by the Attorney General to be “Public Bodies” under the Open Meeting Law shall conduct their meetings in a manner that is consistent with the provisions and intent of the Open Meeting Law.

All committees that are established pursuant to a vote of Town Meeting shall record in the minutes of their meetings a roll-call showing the vote of each member for all votes, except when approving minutes or, at the discretion of the Chair, when voting on other administrative matters.

\*\*\*

ARTICLE 2.3 COMMITTEE ON TOWN ORGANIZATION AND STRUCTURE

SECTION 2.3.4 VOTES

CTO&S shall record in the minutes of its meetings a roll-call showing the vote of each member for all votes except when approving minutes or, at the discretion of the Chair, when voting on other administrative matters.

\*\*\*

ARTICLE 3. EXECUTIVE BRANCH GENERAL MATTERS

ARTICLE 3.0.1

All elected or appointed public bodies identified in this Article 3 that are subject to the Open Meeting Law shall record in the minutes of their meetings a roll-call showing the vote of each member for all votes except when approving minutes or, at the discretion of the Chair, when voting on other administrative matters.

or act on anything relative thereto.

**ARTICLE 14**

Submitted by: Jonathan Davis, Town Meeting Member, Precinct 10

To see if the Town will amend Article 3.12 of the Town's General By-Laws (Department of Planning and Community Development) by amending Section 3.12.10 as follows (additions are underscored):

Section 3.12.10 ECONOMIC DEVELOPMENT ADVISORY BOARD

The Select Board shall appoint twelve residents to serve on the Economic Development Advisory board (EDAB) for three year staggered terms. The present members of EDAB shall continue to serve for the remaining terms of their appointments. EDAB shall review the economic development, redevelopment and renewal policies of the town, and all modifications and amendments thereto proposed by the Division, and shall make its recommendations and reports to the Director, the Town Administrator and the Select Board. EDAB may also initiate recommendations for amending or modifying the town's development, redevelopment and renewal policies and may make recommendations for changes in the town's economic development strategy. If an organization or group that is not an agency, department, commission, board, committee, instrumentality or otherwise part of the government of the Town or the government of the Commonwealth makes a recommendation (orally or in writing) to EDAB, and if the recommendation relates, in whole or in part, to a matter upon which EDAB will be taking a vote, each member of EDAB who will vote shall inform the chair or acting chair of the meeting if the EDAB member is also a member of or otherwise belongs to the organization or group, and EDAB's minutes shall specify the vote of each EDAB member, specify which EDAB members are also members of or otherwise belong to the organization or group, and state whether a member's vote was consistent or not consistent with the organization's or group's recommendation.

or act on anything relative thereto.

**ARTICLE 15**

Submitted by: Chi Chi Wu, Town Meeting Member Pct.7 (Corresponding petitioner); Raul Fernandez, Vice Chair, Select Board; Mariah Nobrega, Town Meeting Member Pct.4 and Member, School Committee; Brookline Asian American Family Network

To see if the Town will adopt the following as a new Article 3.XX of the Town By-laws:

Article 3.XX

Provision of Language Access Services

Section 3.XX.1. Definitions

"Limited English proficient" or "LEP" individuals: individuals who do not speak English as their primary language and have a limited ability to speak, read, write, or understand English.

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“Oral interpretation”: the act of listening to something in one language (source language) and orally translating it into another (target language).

“Written translation”: the replacement of a written text from one language (source language) into an equivalent written text into another language (the target language).

“Auxiliary aids and services”: items, equipment or services that assist effective communication between a deaf or hard of hearing individual and an individual who is not deaf or hard of hearing.

“Language access services”: oral interpretation services, written translation services, and auxiliary aids and services.

“Department”: any department, commission, office, agency or other division of the Town of Brookline.

"Direct public contact": (1) services administered by a Town department directly to program beneficiaries and/or participants or (2) interactions in person, over the telephone, or electronically with members of the public.

### Section 3.XX.2. Language Access Plan

The Town of Brookline shall develop and implement a language access plan by which the Town will provide language access services to LEP residents and members of the public. The plan shall include detailed steps and specific actions that the Town will take to ensure language access, establish deadlines by which actions will be taken, identify responsible personnel assigned to implement the plan, and establish priorities relative to the implementation of these plans. The plan shall also include guidelines regarding which Town and departmental documents must be subject to written translation in specific languages.

The language access plan shall be developed simultaneously while undertaking an analysis of the following four factors: (1) the number or proportion of LEP persons served or encountered by each department, while recognizing that such numbers may be artificially depressed due to lack of language access; (2) the frequency with which LEP persons come into direct public contact with each department; (3) the nature and importance of the program, activity, or service provided by the department; and (4) the resources available and costs to each department, as well as the resources that the Town can make available to each department to serve LEP individuals. The plan shall designate those languages for which the Town must provide language access services, which shall be re-evaluated every 10 years.

### Section 3.XX.3. Language Access Coordinator

There shall be a Language Access Coordinator (hereinafter Coordinator), which shall be a full-time position within the Office of Diversity, Inclusion and Community Relations as established in Article 3.14.2 and report to the Director of that Office. The role of the Coordinator is to: (a) focus upon language access needs of LEP residents, the Town's compliance with this Article, and ensuring the ability for full, meaningful participation by LEP residents in Town benefits, services, and activities; (b) along with the Americans

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with Disabilities Act (ADA) Coordinator, develop and implement the language access plan described in Section 3.XX.1 on a Town-wide basis; and (c) along with the ADA Coordinator, oversee the implementation of the language access plan by individual departments and provide departments with technical assistance and consultation.

### Section 3.XX.4. Department liaisons; budget for language access services

(a) Each department that engages in direct public contact shall designate a Language Access liaison. Such liaison shall be charged with implementation of the language access plan described in Section 3.XX.1 with respect to that department.

(b) Each department that engages in direct public contact shall have included in its budget an amount set aside for language services. Such amount shall be used to pay for translation of written materials; in person, telephonic, or online oral interpretation services; auxiliary aids and services, and such other expenses related to providing language access services.

(c) When hiring new staff members, each department that has direct public contact is encouraged to consider recruiting applicants who are proficient in a language other than English.

### Section 3.XX.5. Town Employee Language Capacity

Within 180 days of the passage of this Article, the Director of Human Resources or the Director's designee shall conduct a survey of the language abilities of all Town employees. The

Director shall publish a directory of employees who indicate they are proficient in a language other than English and are willing to provide informal oral or ASL interpretation or written translation services voluntarily.

### Section 3.XX.6. Recommendations on Language Access from the Disparity Study Report

The Town of Brookline shall make every effort to implement the recommendations regarding language access that will be included in the Disparity Study report to be issued by the Office of Diversity, Inclusion and Community Relations.

or act on anything relative thereto.

## **ARTICLE 16**

Submitted by: David Gacioch, TMM-13, Andy Fischer, TMM-13

To see if the Town will vote to appropriate, borrow or transfer from available funds, \$4,900,000, or any other sum, to be expended under the direction of the Building Commission, with any necessary contracts over \$100,000 to be approved by the Select Board and the School Committee, to provide a fossil-fuel-free Ground Source Heat Pump system for the new Driscoll School,

or act on anything relative thereto.

**ARTICLE 17**

Submitted by: Paul Hsieh and Douglas Plante

TO SEE IF THE TOWN WILL ADOPT THE FOLLOWING RESOLUTION:

WHEREAS, the Town of Brookline Department of Public Works (DPW) and Solid Waste Advisory Committee (SWAC) have initiated a Zero Waste planning process because of the critical role reducing waste and increasing recycling and composting has in responding to climate change and environmental damage,

WHEREAS, trash incineration generates large quantities of Greenhouse gases that contribute to global climate change and large quantities of toxic residue which impose an unfair burden to the communities that site the incinerators,

WHEREAS, composting is environmentally beneficial and results in soil-enriching compost that can be used by communities and farms,

WHEREAS, food waste and other compostable organic waste comprises 25-40% of Brookline's waste that is currently incinerated,

WHEREAS, Brookline currently requires composting of yard waste, and residential composting of all compostable waste has successfully been implemented in 10% of Brookline households and up to 40% of households in other Massachusetts communities,

THEREFORE, be it resolved that Town Meeting urges SWAC to research and propose a plan to expand the Town's mandatory recycling program to include all compostable organic waste and to identify any necessary changes to bylaws, rules, and regulations needed to start implementation,

Be it further resolved, that Town Meeting urges SWAC to submit a progress report at the May 2022 Town Meeting and the final report at the November, 2022 Town Meeting,

Be it further resolved that Town Meeting urges DPW to implement the program recommended by SWAC as soon as feasible,

Or act on anything relative thereto.

**ARTICLE 18**

Submitted by: To see if the Town will adopt the following resolution:

WHEREAS, in May of 2021 the Town of Brookline declared " a Climate Emergency, recognizing the truth about the climate crisis and what it demands of us: an emergency response at emergency speed;" and

WHEREAS, more than 10 billion tons of concrete are produced annually around the world, making it second only to water as the most commonly used substance on the planet; and the production of cement, a major component of concrete, accounts for an estimated 9-10% of worldwide greenhouse gas emissions; put another way, for every ton of concrete produced, a ton of CO2 gases are emitted; and

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WHEREAS, demand for concrete is projected to increase by more than 20% by 2050; and

WHEREAS, low-carbon concrete is available, and products are under development are beginning to enter the market, which enable concrete to remove CO<sub>2</sub> gases from the air, which could make concrete a carbon sink rather than a source; and

WHEREAS, the market is nascent, we can help to build it through publicity and purchases; and

WHEREAS, the Town purchases tons of concrete per year for sidewalks, roads, and structures

NOW THEREFORE BE IT RESOLVED that the Town of Brookline use currently available low-carbon concrete products wherever feasible and encourage developers to do the same for any new construction. For this proposal, low-carbon products are defined as those that produce at least 10 percent less carbon dioxide emissions in their production and use than products made with conventional Portland cement. The town will also provide a low-carbon fact sheet to potential bidders.

BE IT FURTHER RESOLVED THAT the Town recycle old concrete wherever possible.

or act on anything relative thereto.

### **ARTICLE 19**

Submitted by: Jonathan Davis, Town Meeting Member, Precinct 10

To see if the Town will amend the Town General By-Laws by amending Article 8.29 (Nuisance Control) Sections 8.29.2, 8.29.3 and 8.29.4 as follows (deletions are marked with strike-throughs, additions are underscored):

#### 8.29.1 Purpose

In order to protect the health, safety and welfare of the public, this bylaw shall permit the Town to impose liability on Property Owners and other responsible persons for the nuisances and harm caused by loud and unruly Gatherings on private property and shall prohibit the consumption of alcoholic beverages by underage persons at such Gatherings.

#### Section 8.29.2 Definitions

*Eviction* means actively trying to evict a tenant from a premise by delivery of a notice to quit and subsequent court proceedings, if a tenant fails to vacate the Premises.

*Gathering* is a party or event, where two or more persons have assembled or are assembled for a social occasion or social activity (including but not limited to being present on a Premises as defined below in this Section 8.29.2).

*Premises* means any residence or other private property, place, or location, including any commercial or business property, and also means a location in or on a public way that



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any commercial or business enterprise has been authorized or permitted to use or occupy, whether temporarily or permanently, by a Board, Commission, Committee, Department or other instrumentality of the Town.

*Property Owner* means the legal owner of record of a Premises as listed by the tax assessor's records, and also means the commercial or business enterprise authorized or permitted to use or occupy a public way by any Board, Commission, Committee, Department, or other instrumentality of the Town.

*Public Nuisance* means a Gathering of persons on any Premises in a manner which constitutes a violation of law or creates a substantial disturbance of the quiet enjoyment of private or public property in a neighborhood. Behavior constituting a Public Nuisance includes, but is not limited to excessive noise and excessive pedestrian and vehicular traffic related thereto, obstruction of public ways by crowds or vehicles, illegal parking, public urination, the service of alcohol to underage persons, fights, disturbances of the peace, and littering.

*Response Costs* are the costs associated with responses by law enforcement, fire, and other emergency response providers to a ~~gathering~~ Gathering which has resulted in a Public Nuisance as set forth in a schedule of costs established by the Select Board.

### Section 8.29.3

#### Mailing of Notice to Property Owner and Others

In the event police or other local officials have responded to a Gathering constituting a Public Nuisance, a notice of response shall be made within ten (10) days of the Gathering as follows:

- (a) **Property Owners:** The Chief of Police shall mail a notice of response by Certified Mail to the Property Owner of the Premises where the Gathering occurred as listed on the Town of Brookline property tax assessment records or as identified in the authorization, permit, license or lease to use or occupy a public way and shall advise the Property Owner that the second such response on the same Premises within a one year period, as measured from the date of the first notice, shall result in liability of the Property Owner for all penalties and Response Costs associated with such response as more particularly described in sections 8.29.4 and 8.29.4.1 below.
- (b) **Educational Institutions:** The Chief of Police shall send a notice of response to the president/head ~~headmaster~~ or their designee of an educational institution if the persons who are liable in Section 8.29.4 and 8.29.4.1 are students at such educational institution. Such notice shall be sent by mail or other appropriate means.
- (c) **Persons Cited:** The Chief of Police shall send a notice of response to any person who was personally cited at the time of the offense. Such notice shall be sent by mail or other appropriate means to the

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address stated on the individuals' government issued identification.

### Section 8.29.4

#### Liability for a First Response to a Gathering Constituting a Public Nuisance on a Premises

If the police department or other local officials have responded to a Gathering constituting a Public Nuisance on a Premises, the following persons shall be jointly and severally liable for fines as set forth below, provided that no previous Gathering constituting a Public Nuisance has occurred at the Premises within the previous one year period. Response Costs may also be assessed at the discretion of the Chief of Police. In lieu of issuing a fine(s) a police officer may issue a written warning if the response to the complaint occurs prior to 10:00 p.m.

- (a) The person or persons residing on or otherwise in control of the ~~premises~~ Premises where such Gathering took place whether present or not.
- (b) The person or persons who organized or sponsored such Gathering.
- (c) All persons attending such Gatherings who engage in any activity resulting in the Public Nuisance.

### Section 8.29.4.1 Liability for a Second and Subsequent

#### Response to a Gathering Constituting a Public Nuisance

If the police department is required to respond to a Gathering constituting a Public Nuisance on the Premises more than once in any one year period, as measured from the date of the first response, the following persons shall be jointly and severally liable for fines as set forth below. Response Costs may also be assessed.

- (a) The person or persons residing on or otherwise in control of the Premises where such Gathering took place whether present or not.
- (b) The person or persons who organized or sponsored such Gathering.
- (c) All persons attending such Gatherings who engage in any activity resulting in the Public Nuisance.
- (d) The person, persons or business entity which at the time of the Gathering owned the Premises where the Gathering constituting the Public Nuisance took place, provided that notice of the first and subsequent responses has been mailed to the Property Owner of the Premises as set forth herein and the Gathering occurs at least fourteen (14) days after the mailing of the first such notice. The Property Owner of

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the Premises shall not be held responsible for any violation and penalties if the Property Owner is actively pursuing Eviction from the Premises of a tenant who controlled, organized, sponsored or attended the Gathering. The one year time period for violations for a Premises shall pertain only to the same residents occupying the Premises who have had the prior violation(s). New residents shall start a new time cycle of one year should they violate the bylaw.

### Section 8.29.5                      Consumption of Alcohol by Underage Persons is Prohibited in Public Place, Place Open to Public, or Place Not Open to Public

Except as permitted by state law, it is unlawful for any underage person to:

- (a)              Consume any alcoholic beverage at any public place or any place open to the public; or
- (b)              Consume any alcoholic beverage at any place not open to the public.

### Section 8.29.6                      Hosting, Permitting, or Allowing a Public Nuisance or Party, Gathering, or Event where Underage Persons Consume Alcoholic Beverages is Prohibited

- (a)    It is the duty of any person having control of any Premises who knowingly hosts, permits, or allows a Gathering at said Premises to take all reasonable steps to prevent the consumption of alcoholic beverages by any underage person at the Gathering. Reasonable steps include, but are not limited to, controlling access to alcoholic beverages at the Gathering; controlling the quantity of alcoholic beverages present at the Gathering; verifying the age of persons attending the Gathering by inspecting driver's licenses or other government-issued identification cards to ensure that underage persons do not consume alcoholic beverages while at the Gathering; and supervising the activities of underage persons at the Gathering.
- (b)    A Gathering constituting a Public Nuisance may be abated by all reasonable means including, but not limited to, an order by the Police requiring the Gathering to be disbanded and citation and/or arrest of any persons under any applicable provision of local or state law.
- (c)    It is unlawful for any person having control of any Premises to knowingly host, permit, or allow a Gathering to take place at said Premises where at least one underage person consumes an alcoholic beverage, provided that the person having control of the Premises either knows an underage person has consumed an alcoholic beverage or

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reasonably should have known that an underage person consumed an alcoholic beverage and the person having control of said Premises failed to take all reasonable steps to prevent the consumption of an alcoholic beverage by an underage person.

- (d) This Section shall not apply to conduct involving the use of alcoholic beverages that occurs exclusively between an underage person and their parent or legal guardian as set forth in G.L. c.138, § 34.
- (e) This Section shall not apply to any Massachusetts Alcoholic Beverages Control Commission licensee at any Premises regulated by the Massachusetts Alcoholic Beverage Control Commission.

### Section 8.29.7

#### Enforcement

This bylaw shall be enforced by the noncriminal disposition process of M.G.L. c.40 § 21D. For the purpose of noncriminal enforcement, the enforcing persons shall be any police officer of the Town of Brookline. If enforced pursuant to noncriminal disposition, the following fines shall apply per person cited under sections 8.29.4 and 8.29.4.1:

First response:	\$100
Second and subsequent response(s):	\$300

The Town of Brookline may additionally seek administrative costs and Response Costs associated with enforcement of this bylaw.

The provisions of this bylaw are enforceable without reference to the Brookline Noise Control Bylaw 8.15 and without reference to the fact that the police officer issuing a citation has not obtained a scientific noise measurement prior to issuing the citation. No such scientific noise measurement is required under this bylaw and the lack of a measurement shall not constitute a defense.

Sections 8.29.5 and 8.29.6 shall not limit the authority of police officers to make arrests for any criminal offense arising out of conduct regulated by Sections 8.29.5 and 8.29.6, nor shall they limit the Town of Brookline or the Commonwealth of Massachusetts' ability to initiate and prosecute any criminal offense arising out of the same circumstances necessitating the application of Sections 8.29.5 and 8.29.6.

### Section 8.29.8

#### Local Authority and Severability

Nothing in this bylaw shall be construed to conflict with anything in MGL Chapter 138 in regard to underage drinking.

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No provision of this bylaw shall apply where prohibited or preempted by state or federal law.

If any provision of this bylaw, or the application thereof to any person or circumstances, is declared invalid, that invalidity shall not affect other provisions or applications of this bylaw which can be given effect without the invalid provisions or application, to this end the provisions of this bylaw are severable.

Or act on anything relative thereto.

### **ARTICLE 20**

**Submitted by:** Preservation Commission

To see if the Town will amend Section 5.6.3 (i). of the Town's By-Laws, entitled Preservation Commission & Historic Districts By-Law by replacing it with the bold faced text:

#### **(i) Olmsted-Richardson Thematic Local Historic District**

**There is hereby established an Historic District, to be entitled the "Olmsted-Richardson Thematic Historic District", the boundaries of which shall be as shown on the maps entitled "Olmsted-Richardson Thematic Historic District: Warren and Cottage Streets" and "Olmsted-Richardson Thematic Historic District: Walnut Hill Cemetery," copies of which are on file with the Town Clerk's office, which accompany and are hereby declared to be part of this By-law**

#### **(j) Other Historic Districts**

**Other Historic Districts within the Town may be established from time to time in accordance with the procedures set forth in Chapter 40C of the Massachusetts General Laws, as amended from time to time.**

or act on anything relative thereto.

### **ARTICLE 21**

**Submitted by:** Planning and Community Development Department

To see if the Town will:

- 1) Amend Section 4.07, Use 6 of the Town of Brookline Zoning By-law as follows (deletions appearing in strikeout, new language in underline):

Principal Uses	Residence					Business			Ind.
	S	SC	T	F	M	L	G	O	I

## 14.A.

6. Multiple or attached dwelling of four or more units other than the preceding item divided into dwelling units each occupied by not more than one family but not including lodging house, hotel, dormitory, fraternity or sorority. *Compliance with § 4.08 required if containing <del>6</del> <u>four</u> or more dwelling units. Permitted by special permit in S-0.5P and S-0.75P Districts subject to § 5.06. In L and G districts, the ground floor of a building must have no more than 40% of its frontage along a street devoted to residential use, including associated parking or lobby use. Within the Waldo-Durgin Overlay District, the percentage of such frontage devoted to residential use may be increased by special permit in accordance with § 5.06.4.k.	No*	No	No	No	Yes*	Yes*	Yes*	No	Yes*
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Or act on anything relative thereto.

### **ARTICLE 22**

Submitted by: Petra Bignami (TMM P12)\*, Janice S. Kahn (TMM P15)\*, Alexandra Metral (TMM P1) and Sharon Schoffman (TMM P14)

\*indicates primary petitioners

To see if the Town will add a new Section 4.14: Firearm Business Uses to the Town of Brookline Zoning By-Laws, add to Sec. 4.07, Table of Use Regulations a new Principal Use under Retail and Consumer Service Uses, #29A, subject to the regulations in Sec. 4.14 Firearm Uses; and amend Article II, Section 2.00, Definitions, of the Brookline Zoning By-Laws

### **ART. IV, USE REGULATIONS**

**Add a new section to Art. IV, as follows:**

**Section 4.14 FIREARM BUSINESS USES**

A. **Purpose.** To establish criteria for the establishment of Firearm Business Uses in the Town to address public safety concerns arising from the operations of such businesses and the potential disruption of peace and quiet enjoyment of the community. This Section 4.14 provides for separation between Firearm Business Uses and certain uses enumerated herein to maximize protection of public health, safety, and welfare in conjunction with the protections from G.L. c. 140, §122-131Y and other State laws and regulations. To the extent this section or any related section can be read to potentially conflict with G.L. c. 140 or other State laws or regulations, the section shall be interpreted to minimize any conflict with State laws or regulations while maximizing the furtherance of the public safety and other public purposes underlying this Section.

B. **Definitions.**

**See Section 2, Definitions, of the Zoning By-Law for definitions of applicable terms.**

C. **Firearm Business Uses not allowed as-of-right.** Firearm Business Uses are not included within the definitions of retail sales or services, manufacturing, or any other lawful business permitted as of right or by special permit contained in other Sections of this Zoning By-Law.

D. **Firearm Business Uses allowed by special permit.** Use of land, buildings or structures for a Firearm Business Use shall be allowed only by special permit in the districts specified in Section. 4.07, Table of Use Regulations, subject to the requirements and criteria of this Section. 4.14.

E. **Location requirements.**

1. All distances in this Section shall be measured in a straight line from the property line of the lot containing the proposed Firearm Business Use to the nearest property line of any of the designated uses set forth herein:
  - a. Firearm Business Uses shall not be located within a radius of 150 feet from any property containing a residential use.
  - b. Firearm Business Uses shall not be located within 1,000 feet of any private or public K-12 school.
  - c. Firearm Business Uses shall not be located within 500 feet of any daycare center, preschool, child-care facility, or an existing Firearm Business Use at another location, whether such firearm business use is located within or without the Town's boundaries.



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2. No Firearm Business Use shall be located within a building containing a dwelling unit.

### F. Operational requirements.

1. Firearm Business Uses shall obtain and maintain all necessary Federal, State and other required local approvals and licenses prior to beginning operations, including, but not limited to, a valid, current State license issued pursuant to G.L. c. 140, § 122, as applicable. Required State and Federal licenses must be obtained before applying for a Special Permit.
2. Firearm Business Uses shall comply with all applicable Federal, State and local laws and regulations in the operation of their business.
3. The hours of operation for a Firearm Business Use shall not adversely impact nearby uses. The hours of operation shall follow all state statutory and regulatory requirements, but in no case shall any Firearm Business Use be open before 10:00 a.m. or remain open after 5:00 p.m.
4. Prior to the application for a Special Permit, all Firearm Business Uses shall submit a security plan to the Brookline Police Department for review and approval. Review and approval of the security plan may include an inspection of the proposed site by the Police Department. The plan must include, but not be limited to, the following:
  - a. Proposed provisions for security.
  - b. A trained employee shall check identification and compliance with age restrictions prior to customers entering the establishment.
  - c. The physical layout of the interior, including a demonstration that the size of the store is not so excessive so as to create issues with site security and video monitoring.
  - d. After-hours storage of all Firearms in locked containers or by otherwise securing the Firearms with tamper-resistant mechanical locks.
  - e. The number of employees.
5. Prior to the application for a Special Permit, all Firearm Business Uses shall submit an operations and management plan to the Brookline Police Department for review and approval.

## 14.A.

6. All Firearm Business Uses shall conduct criminal background checks for all employees in accordance with State law.
7. No persons under the age of 18 shall have access into or within a Firearms Business Use, with the sole exception that minors age 14 and older may access a Firearms Dealer accompanied by the minor's parent or legal guardian.
8. Firearms Dealers shall videotape the point of sale of all firearms transactions and maintain videos for three years to deter illegal purchases and monitor employees.

G. **Special permit application and procedure.** In addition to the procedural and application requirements of Section. 9.03, an application for special permit for a Firearm Business Use shall include, at a minimum, the following information:

1. **Description of Activities:** A narrative providing information about the type and scale of all activities that will take place on the proposed site.
2. **Lighting Analysis:** A lighting plan showing the location of proposed lights on the building and the lot and a photometric plan showing the lighting levels.
3. **Context Map:** A map depicting all properties and land uses within a minimum 1,000 foot radius of the proposed lot. The context map shall include the measured distance to all uses described in Section. 4.14.E.1 above, and shall be certified by a design professional such as an architect, engineer or land surveyor.
4. **Description of Ownership, Management, and Employees:** The name and address of the legal owner of the establishment. The name and address of all persons having any legal, beneficial, equitable, or security interests in the establishment. In the event that a corporation, partnership, trust or other entity is listed, the name, and address of every person who is an officer, shareholder, member, manager, or trustee of the entity must be listed. The name, address, phone number and email address of the manager(s) and assistant manager(s).
5. **Comprehensive Signage Plan:**
6. **Report from Chief of Police or designee:** confirming that the applicant has submitted the plans requiring approval by the Police Department, and those plans have been approved, along with any additional information requested by the Zoning Board of Appeals or that the Chief of Police feels is relevant to the special permit application.

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**G. Special Permit Criteria.** In granting a special permit for a Firearm Business Use, in addition to finding that the general criteria for issuance of a special permit are met, the Zoning Board of Appeals shall find that the following criteria are met:

1. Criteria for all Firearm Business Uses:

- a. The lot is designed such that it provides convenient, safe and secure access and egress for clients and employees arriving to and leaving from the lot.
- b. The establishment will have adequate and safe storage, security, and a lighting system.
- c. Loading, refuse and service areas are designed to be secure and shielded from abutting uses.
- d. The establishment is designed to minimize any adverse impacts on abutters or pedestrians.
- e. The location and operating characteristics of the proposed use will not be detrimental to the public health, safety and welfare of the neighborhood, which may extend into an adjacent municipality, or the Town.
- f. All signage has been reviewed and approved by the Planning Board as to letter size, color and design per Section. 7.08, to ensure mitigation of impact to the surrounding neighborhood, consistent with applicable federal and State law.
- g. The establishment has satisfied all of the conditions and requirements in this section.

**H. Severability.** If any portion of this section is ruled invalid, such ruling will not affect the validity of the remainder of the section.

**Add to Sec. 4.07, Table of Use Regulations, the following new Principal Use under Retail and Consumer Service Uses, #29A, subject to the regulations in Sec. 4.14 Firearm Uses.**

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Principal Uses	Residence					Business			Ind.
	S	SC	T	F	M	L	G	O	I
29A. Firearm Business Uses*	No	No	No	No	No	No	SP	No	No
*Must have a report from the Police Chief. Subject to the regulations under Section 4.14 of the Zoning By-law.									

Amend Article II, Definitions, of the Town of Brookline Zoning By-Law as follows:

### §2.00 – PURPOSE AND INTENT

For purposes of this By-law, the following words and phrases shall have the meanings given in the following sections, unless a contrary intention clearly appears.

#### §2.01 – “A” DEFINITIONS

##### 1. ACCESSORY

a. Accessory building: a building devoted exclusively to a use accessory to the principal use of the lot.

b. Accessory use: a use incident to, and on the same lot as, a principal use.

##### 2. AMENITY—A condition or facility that provides comfort or pleasure, including but not limited to desirable exposure to sunlight, protection from adverse microclimate, contribution to favorable microclimate, pleasant

## 14.A.

views of sky, cityscape, landscape, or works of art, preservation of trees or historic structures, provision of assets or conveniences such as specimen trees or benches.

3. **AMMUNITION**—As defined or amended by State statute or regulations, cartridges or cartridge cases, primers (igniters), bullets, tear gas cartridges, or propellant powder designed for use in any Firearm. For the purposes of this definition, “Firearm” is to have the meaning prescribed in this By-Law, and shall include, but not be limited to: firearms (as that term is defined in G.L. c. 140, §121), rifles or shotguns.
4. **ATTIC**—The Space between the ceiling beams, or similar structural elements, of the top story of a building and the roof rafters. The top story shall be the story at the highest level of the building.

### §2.06 – “F” DEFINITIONS

1. **FAMILY**—One or more persons, including domestic employees, occupying a dwelling unit and living as a single, non-profit housekeeping unit; provided, that a group of five or more persons who are not within the second degree of kinship, as defined by civil law, shall not be deemed to constitute a family.
2. **FIREARM**—Any device designed or modified to be used as a weapon capable of firing a projectile using an explosive charge as a propellant, including but not limited to: guns, pistols, shotguns, rifles.
3. **FIREARM ACCESSORY**—Any device designed, modified or adapted to be inserted into or affixed onto any Firearm to enable, alter or improve the functioning or capabilities of the Firearm or to enable the wearing or carrying about one’s person of a Firearm.
4. **FIREARM BUSINESS**
  1. **Firearm Dealer**: A retail or wholesale operation involving the purchase or sale of Firearms, Ammunition, and/or Firearm Accessories.
  2. **Gunsmith**: Any retail operation involving the repairing, altering, cleaning, polishing, engraving, blueing or performing of any mechanical operation on any Firearm.
5. **FRATERNITY OR SORORITY HOUSE**—A building occupied by a group of students of either sex of a school or college as their residence during the academic year.

or act on anything relative thereto.

**ARTICLE 23**

Submitted by: Michael Zoorob, Lisa Cunningham, Scott Englander, Jesse Gray, Ben Hellerstein, Jonathan Klein

Lead Petitioner: Michael Zoorob

To see if the Town will amend the Zoning By-Law to modify residential parking requirements by making the following changes (additions appear underlined; deletions appear as ~~strike-through~~):

1) Amending §6.01 2.a. as follows:

a. In SC, T, F, M, L, or G Districts, when a structure is converted for one or more additional dwelling units and the conversion results in an increased parking requirement,

parking requirements for the entire structure shall be provided in accordance with the requirements in §6.02 and §6.05. However, the Board of Appeals by special permit under Article IX may reduce or eliminate ~~waive not more than one-half~~ the minimum number of parking spaces required under §6.02 and §6.05.

2) Adding the following paragraph to §6.02 after paragraph number 1. a, and change all subsequent lettering as appropriate:

b. The Zoning Board of Appeals may reduce or eliminate, by Special Permit, the minimum parking requirements of §6.02, Paragraph 1, TABLE OF OFF-STREET PARKING SPACE REQUIREMENTS for all residential uses if the Zoning Board of Appeals determines that it is warranted and not detrimental to the neighborhood, and if the Zoning Board of Appeals finds that the reduction or elimination of minimum parking requirements facilitates one or more of the following:

- Provision of significantly more usable and/or landscaped open space than otherwise required.
- Maintaining street parking or maintaining the uninterrupted flow of bicycle or pedestrian facilities (e.g. bike-only travel lanes or sidewalks).
- Creation of an additional housing unit or units that would be allowed under the existing zoning, except for the lack of available parking otherwise required.
- Provision of on-site affordable housing units in excess of those required by Section 4.08 of the Zoning By-Law.
- Preservation of a building with historic or architectural significance as determined by the Preservation Commission.
- Construction or renovation of the proposed building or use to be fossil-fuel-free.
- Preservation of a landmark tree or significant landscaping element as determined by the Town Tree Warden.
- Providing support to community services or facilities as accepted and approved by the Director of Public Works or Building Commissioner.
- Other counterbalancing amenities as determined appropriate by the Planning Board and Zoning Board of Appeals.

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### 3) Amending §6.02 2.c. as follows:

c. A residential development in which all units are affordable units (as defined in §4.08.2.c), including but not limited to a low-rent housing project of the Brookline Housing Authority, shall not be subject to any minimum parking requirements. ~~for elderly persons or elderly families (as defined in applicable state or Federal legislation) need not provide more than one fifth the number of spaces which would otherwise be required by this section. The foregoing sentence shall cease to be applicable when and if such project is no longer operated by a public body to provide low-rent housing for such elderly persons or elderly families.~~

### 4) Amending §6.02 2.d. as follows:

d. The number of spaces required for housing affordable units as defined in §4.08.2.c (other than as specified in subparagraph c. above) and housing having age of occupant requirements or maximum rents or maximum sales prices controlled in order to comply with the conditions of Federal, state, or local legislation or regulations or on-site unit approved per §4.08 thereunder may be reduced or eliminated by the Board of Appeals by special permit. ~~where it can be demonstrated that the parking needed for occupants and visitors will be below that otherwise required by this section and that the number of spaces otherwise required by this section could eventually be accommodated on the site should the building ever be changed to other kinds of occupancy requiring additional parking spaces. Special permits granted under this section shall apply only for the type of rents and occupancy specified at the time of application, and shall not reduce the parking requirement below one fifth of the number of spaces which would otherwise be required by this section.~~

### 5) Removing §6.02 2.e. as follows and re-lettering all the remaining subparagraphs:

~~2.e. For a dwelling unit which is occupied by three or more unrelated persons (including lodgers), the parking requirement for the dwelling unit shall be twice that indicated in the Table of Off Street Parking Space Requirements in 6.02.~~

### 6) Amending §6.02 2.i. (re-lettered h. per above) as follows:

ih. Residential uses on any lot for which any portion of the lot is within the Transit Parking Overlay District, notwithstanding the requirements of §3.02 paragraph 4, must provide no fewer off-street parking spaces per dwelling unit than 1 for studio units, 1.4 for one-bedroom units, 2 for two-bedroom units, 2 for dwelling units of three or more bedrooms shall not be subject to minimum parking requirements; however, any development in the Transit Parking Overlay District with at least 15 residential units shall provide handicap accessible parking spaces (as described in §6.04.g.) equal to at least 5% of the number of residential units.

or act on anything relative thereto.



**ARTICLE 24**Submitted by: Planning Board

To see if the Town will add the following language to Sec. 6.02, Off-Street Parking Space Regulations, of the Zoning By-law after paragraph number 1. a, and change all subsequent lettering as appropriate.

b. The Zoning Board of Appeals may reduce or eliminate, by Special Permit, the minimum parking requirements of Section 6.02, Paragraph 1, TABLE OF OFF-STREET PARKING SPACE REQUIREMENTS for all residential uses, as listed in Sec. 4.07 of the Table of Use Regulations #s 1-8a if the Zoning Board of Appeals determines that it is warranted and not detrimental to the neighborhood, and if the Zoning Board of Appeals finds that the reduction or elimination of minimum parking requirements helps to facilitate one or more of the following:

- Creation of an additional unit or units that would be allowed under the existing zoning, except for the lack of available parking under current requirements.
- Provision of on-site affordable housing units in excess of those required by Section 4.08 of the Zoning By-Law. Where a project includes both market-rate and affordable units, the parking ratio shall be the same for all units.
- Construction or renovation of the proposed building or use to be fossil-fuel-free.
- Preservation of a building with historic or architectural significance as determined by the Preservation Commission. Reductions may be denied to any project that involves demolition of an existing structure, whether or not determined to be of historic or architectural significance.
- Preservation of a landmark tree or significant landscaping element as determined by the Town Tree Warden.
- Provision of significantly more usable and/or landscaped open space than required by the Zoning By-Law
- Providing support to community services or facilities as accepted and approved by the Director of Public Works or Building Commissioner

Or other counterbalancing amenities as determined appropriate by the Planning Board and Zoning Board of Appeals. Compliance with the Regulations of the Architectural Access Board must be maintained.

Or act on anything relative thereto.

**ARTICLE 25**Submitted by: Michael Zoorob, Lisa Cunningham, Scott Englander, Jesse Gray, Ben Hellerstein, Jonathan Klein, Werner Lohe

Lead Petitioner: Michael Zoorob

To see if the Town will amend the Zoning By-Law to increase the requirements for EV READY parking spaces as follows (additions appear underlined; deletions appear as ~~strike through~~):

Modifying §6.04 .15 - ELECTRIC VEHICLES as follows:

~~15. For Parking Areas, non-residential and Residential, For residential parking areas, all parking spaces shall be EV Ready Spaces. For non-residential parking areas with 15 7 or more parking spaces, at least 15% of the total parking spaces, and not fewer than one parking space, shall be EV Ready Spaces. The definitions of EV Ready Space, Electric Vehicle, and Electric Vehicle Supply Equipment (EVSE) are as defined in the latest edition Chapter 13 C202 of the Ninth Edition of the Massachusetts State Building Code. For additions and renovations to existing buildings, exceptions to this paragraph shall be consistent with the latest edition of the Massachusetts State Building Code. The Board of Appeals may by special permit alter the requirements of this paragraph for a specific project.~~

or act on anything relative thereto.

## **ARTICLE 26**

Submitted by: Linda Olson Pehlke, TMM Pct. 2, Paul Warren, TMM Pct. 1, Gina Hahn, TMM Pct. 3, M. David Lee, President Stull and Lee Architecture and Planning, Pct. 6

To See if the Town will Adopt the following Resolution:

Whereas, COVID has changed the way we live, learn, work, play, and interact.

Whereas, it would be in the Town's best interest to engage in a Town-wide, progressive planning and zoning reform project responding to COVID and additional pressing issues, such as climate disruption, equity, housing insecurity, and business vitality.

Whereas, the Town, its residents, businesses and non-profits and potential property developers struggle with an antiquated zoning bylaw that is difficult to understand, does not reflect modern community goals, and does not produce predictable, context-appropriate outcomes.

Whereas, our Zoning By-Law does not adequately reflect the impact of COVID and the resulting evolving new trends in housing, commuting, lifestyle choices, and the growing awareness that our health and wellbeing depends on access to the outdoors and recreation.

Whereas, community engagement across the entire town is the key-stone of this project. Starting with a detailed inventory of our current environment, this engagement process will allow stakeholders to identify common goals and values along with strategies for implementation.

Whereas, these shared goals and values can be translated into a new, reformed Zoning By-Law based on form-based zoning and incorporating other progressive planning tools. Current corridor planning studies and other ongoing planning efforts will continue and inform project recommendations.

Whereas, by doing the work to define our shared goals, we can work together to respond to COVID and also strengthen and enhance the quality of life for all who live, work, study or visit in Brookline.

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Now, Therefore, Be It

Resolved, that the Town engage in a Town wide planning and zoning reform project involving all stakeholders with the goal of reforming its Zoning By-law based on form-based zoning and incorporating other progressive planning tools;

Further Resolved, that the current corridor studies, the Housing Production Plan, the Climate Action Plan and other ongoing planning studies will continue and inform project recommendations; and

Further Resolved, that the Town endeavor to seek and provide adequate funding to retain all necessary consultants and additional planning staff to successfully complete the project; and

Further Resolved, the Town will provide a progress report to each Annual Town Meeting until project completion.

Or act on anything related thereto.

### **ARTICLE 27**

**Submitted by:** John Doggett, TMM P13, and Neil Gordon, TMM P1

To see if the Town will amend the Town's General Bylaws as follows (additions in **bold underline**):

#### SECTION 2.1.4 WARRANT REPORTS FOR ARTICLES

There shall be filed with each Article intended for the Warrant a brief statement or explanation by the proponent **which shall include the financial impact on the Town of implementing the proposed change**. The Select Board shall prepare a report on the Articles in the Warrant to be included in the combined reports described in Section 2.5.2.

An Article submitted by the Select Board, or other Town Board, Commission or Department, shall be deemed to be incomplete and not acceptable for insertion in the Warrant unless all plans, specifications and estimates and other supporting data necessary for its consideration by Town Meeting, as well as the explanation of the purpose of the Article, are submitted prior to said deadlines. The insertion of such an Article in the Warrant by the Select Board shall be conclusive evidence of compliance with the condition set forth in the preceding sentence.

The Warrant for the Annual Town Meeting shall include an Article providing the opportunity to terminate and close out accounts for special appropriations of prior years that were authorized at a Town Meeting beginning 22 or more months before the start of said Annual Town Meeting.

The requirements of sections 2.1.2 through 2.1.4, inclusive, may be waived when the Select Board determine that emergency conditions, or a situation requiring immediate action or the provisions of any general or special law require such a waiver

or act on anything relative thereto.

**ARTICLE 28**

Submitted by: Shira H. Fischer; Jonathan Klein, Jonathan H. Davis

**PART VIII – PUBLIC HEALTH AND SAFETY****New Article 8.40: Trade in Fur Products**

To see if the town will amend the general bylaws by adding the following new Article 8.40, Trade in Fur Products, providing as follows:

**8.40.1 - Purpose and Findings.**

To protect the health and welfare of the inhabitants of this town, this bylaw will restrict trade in fur products. Fur farms are reservoirs and transmission vectors for dangerous zoonotic diseases, including SARS coronaviruses, that threaten public health, including in the Town of Brookline. In addition, the fur production process is energy intensive and has a significant environmental impact, including air and water pollution, and animals that are slaughtered for their fur endure tremendous suffering. Eliminating the sale of fur products in the Town of Brookline will decrease the demand for these cruel and environmentally harmful products and promote community health and wellbeing as well as animal welfare, and, in turn, will foster a more humane environment in the Town and enhance the reputation of the Town.

**8.40.2 - Definitions.** For purposes of this Article, the following words and phrases have the definitions set forth next to them:

“Fur”: Any animal skin or part thereof with hair, fleece, or fur fibers attached thereto, either in its raw or processed state.

“Fur product”: Any article of clothing or covering for any part of the body, or any fashion accessory, including, but not limited to handbags, shoes, slippers, hats, earmuffs, scarves, shawls, gloves, jewelry, keychains, toys or trinkets, and home accessories and décor, that is made in whole or part of fur. “Fur product” does not include any of the following:

- a. An animal skin or part thereof that is to be converted into leather, or which in processing will have the hair, fleece, or fur fiber completely removed;
- b. Cowhide with the hair attached thereto;
- c. Lambskin or sheepskin with the fleece attached thereto; or
- d. The pelt or skin of any animal that is preserved through taxidermy or for the purpose of taxidermy.

“Non-profit organization”: Any corporation that is organized under 26 U.S.C. Section 501(c)(3) that is created for charitable, religious, philanthropic, educational, or similar purposes.

## 14.A.

“Retail transaction”: Any transfer of title of a fur product for consideration, made in the ordinary course of the seller’s business, to the purchaser for use other than resale or further processing or manufacturing.

“Taxidermy”: The practice of preparing and preserving the skin of an animal that is deceased and stuffing and mounting it in lifelike form.

“Ultimate consumer”: An individual who buys for their own use, or for the use of another, but not for resale or trade.

“Used fur product”: A fur product that has been worn or used by an ultimate consumer.

8.40.3 - Prohibitions. Notwithstanding any other provision of the bylaws, no person shall sell, offer for sale, display for sale, trade, or otherwise distribute for monetary or nonmonetary consideration a fur product in the Town of Brookline. For purposes of this section, the sale of a fur product shall be deemed to occur in the Town of Brookline if: (a) the buyer takes physical possession of the fur product in the Town; or (b) the seller is located in the Town.

8.40.4 - Exceptions. The prohibitions set forth in Section 8.40.3 of this Article do not apply to the sale, offer for sale, displaying for sale, trade, or distribution of:

- a. A used fur product by an individual (excluding a retail transaction), non-profit organization, or second-hand store, including a pawn shop;
- b. A fur product required for use in the practice of a religion;
- c. A fur product used for traditional tribal, cultural, or spiritual purposes by a member of a federally recognized or state recognized Native American tribe; or
- d. A fur product where the activity is expressly authorized by federal or state law.

8.40.5 – Penalty. Any person violating this bylaw shall be liable to the Town in the amount of \$300. Each fur product and every day upon which any such violation shall occur shall constitute a separate offense.

8.40.6 – Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance which shall continue in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

8.40.7 – Effective date. This bylaw shall become effective upon satisfaction of the requirements for Attorney General approval and for posting or publication provided in M.G.L. c. 40 § 32, and no earlier than April 1, 2022.

Or act on anything related thereto.

**ARTICLE 29**

Submitted by: Neil Gordon, TMM1

To see if the Town will vote to amend Article 3.22 of the General By-laws, by renaming the Article and by adding a new section, as follows (deletions in ~~strike through~~; additions in **bold underline**):

ARTICLE 3.22 THE PUBLIC'S RIGHT TO BE HEARD ~~ON WARRANT ARTICLES~~

**Section 3.22.1 THE PUBLIC'S RIGHT TO BE HEARD ON WARRANT**

**ARTICLES** - Any committee as defined in section 1.1.4, before taking its first or only vote with respect to an Article on the Warrant, must hold a duly noticed public hearing with respect to the Article, and the committee's permanent record must record that a duly noticed public hearing with respect to such Article occurred before such vote. Due notice of the public hearing shall be satisfied if the due notice complies with the Open Meeting Law (G.L. C. 30A, secs. 18 et seq.) and By-law 3.21.3(a). The vote may take place at any time or date after the completion of the duly noticed public hearing. This Article shall not apply to the plenum of the Advisory Committee or School Committee, provided a subcommittee of those bodies assigned to review and report to the full Committee on a warrant article complies with the by-law by holding a duly noticed public hearing before any vote on said warrant article.

**SECTION 3.22.2 CHANGES IN POLLING LOCATIONS AND OTHER**

**ELECTION RELATED MATTERS - If practicable, no action shall be taken by the Town except following a duly noticed public hearing by the Town Clerk, Select Board, or other applicable body, with respect to the following:**

- (i) Change in polling location, including for early voting;**
- (ii) Reduction in staffing levels at polling locations from the last town or state election, as the case may be;**
- (iii) Change in times when the Town Clerk's office is open to the public;**
- (iv) Change in practice regarding the verification of voter signatures on nominating petitions, warrant article petitions, and the like; and**
- (v) Any other election-related change in policy or practice.**

**Due notice of the public hearing shall be satisfied if the due notice complies with the Open Meeting Law (G.L. C. 30A, secs. 18 et seq.) and By-law 3.21.3(a).**

Or take any other action relative thereto.

**ARTICLE 30**

Reports of Town Officers and Committees

AND YOU ARE DIRECTED TO SERVE THIS WARRANT IN ACCORDANCE WITH THE BY-LAWS OF THE TOWN OF BROOKLINE.

HEREOF FAIL NOT, and make due return of this WARRANT, with your doings thereon, to the Select Board at least FOURTEEN DAYS before the day of said meeting.

Given under our hands and the seal of the TOWN of Brookline, Massachusetts, this 14th day of September, 2021.

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\_\_\_\_\_  
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\_\_\_\_\_

SELECT BOARD



**BY VIRTUE OF THIS WARRANT, I THIS DAY NOTIFIED AND WARNED THE INHABITANTS OF SAID TOWN TO MEET VIA ZOOM AND AT THE HIGH SCHOOL AUDITORIUM IN SAID TOWN ON TUESDAY, NOVEMBER 16, 2021 AT 7:00 P.M. BY POSTING TRUE AND ATTESTED COPIES OF THE WITHIN WARRANT IN TEN (10) PUBLIC PLACES. ALL OF THIS WAS DONE AT LEAST FOURTEEN (14) DAYS BEFORE SAID MEETING.**

\_\_\_\_\_  
CONSTABLE

\_\_\_\_\_  
DATE

## OFFICE OF THE SELECT BOARD

## MEMORANDUM

TO: Each Member of the Board

FROM: Melissa Goff, Deputy Town Administrator

RE: **A Special Town Meeting within the Special Town Meeting**

DATE: 9/10/21

---

Given the length of the most recent Town Meetings, I am recommending that the Board continue the practice of filing the time sensitive budget article under a new Special Town Meeting. Segregating this article will allow us to close the budget in a timely fashion, which will help facilitate a smooth process to set the tax rate for the fiscal year. There is one article that should be included in this Town Meeting:

1. Budget amendments- This article will be used for changes in State Aid and Local Receipts estimates, appropriation of TNC funds and additional funding from the HCA stabilization fund.

The Board will need to take a vote calling for a Special Town Meeting that waives the requirements of Sections 2.1.2 – 2.1.3 of the Town's By-Laws. The requirements being waived are:

1. posting notice of the Board's intention to hold a Special Town Meeting at least 14 days prior to the opening of the warrant (Section 2.1.2); and
2. closing the Warrant 75 days prior to the start of the Special Town Meeting (Section 2.1.3).

The Board does have the authority to waive these requirements under Section 2.1.4:

“The requirements of sections 2.1.2 through 2.1.4, inclusive, may be waived when the Select Board determine that emergency conditions, or a situation requiring immediate actions or the provisions of any general or special law require such a waiver.”

The recommended votes are as follows:

**VOTE TO CALL SPECIAL TOWN MEETING**

VOTED: To call a Special Town Meeting on Tuesday, November 16, 2021, at 7:30 p.m. at the High School Auditorium and via Zoom; to waive the requirements of Sections 2.1.2 through 2.1.4 of the Town's By-Laws; to open and close the Warrant; and to insert in the said Warrant the following articles:



ARTICLE 1:

To see if the Town will:

- A) Appropriate additional funds to the various accounts in the fiscal year 2022 budget or transfer funds between said accounts;
- B) And determine whether such appropriations shall be raised by taxation, transferred from available funds, provided by borrowing or provided by any combination of the foregoing; and authorize the Select Board, except in the case of the School Department Budget, and with regard to the School Department, the School Committee, to apply for, accept and expend grants and aid from both federal and state sources and agencies for any of the purposes aforesaid.
- C) Appropriate \$81,753.60, to be expended under the direction of the Commissioner of Public Works, to address the impact of transportation network services on municipal roads, bridges and other transportation infrastructure.

or act on anything relative thereto.

**VOTED:** To execute the Warrant for the November 16, 2021 Second Special Town Meeting.

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Each Member of the Board

FROM: Melissa Goff, Deputy Town Administrator

RE: **A Special Town Meeting within the Special Town Meeting**

DATE: 9/10/21

---

Given the length of the most recent Town Meetings, I am recommending that the Board continue the practice of filing the time sensitive budget article under a new Special Town Meeting. Segregating this article will allow us to close the budget in a timely fashion, which will help facilitate a smooth process to set the tax rate for the fiscal year. There is one article that should be included in this Town Meeting:

1. Budget amendments- This article will be used for changes in State Aid and Local Receipts estimates, appropriation of TNC funds and additional funding from the HCA stabilization fund.

The Board will need to take a vote calling for a Special Town Meeting that waives the requirements of Sections 2.1.2 – 2.1.3 of the Town’s By-Laws. The requirements being waived are:

1. posting notice of the Board’s intention to hold a Special Town Meeting at least 14 days prior to the opening of the warrant (Section 2.1.2); and
2. closing the Warrant 75 days prior to the start of the Special Town Meeting (Section 2.1.3).

The Board does have the authority to waive these requirements under Section 2.1.4:

“The requirements of sections 2.1.2 through 2.1.4, inclusive, may be waived when the Select Board determine that emergency conditions, or a situation requiring immediate actions or the provisions of any general or special law require such a waiver.”

The recommended votes are as follows:

**VOTE TO CALL SPECIAL TOWN MEETING**

VOTED: To call a Special Town Meeting on Tuesday, November 16, 2021, at 7:30 p.m. at the High School Auditorium and via Zoom; to waive the requirements of Sections 2.1.2 through 2.1.4 of the Town’s By-Laws; to open and close the Warrant; and to insert in the said Warrant the following articles:

ARTICLE 1:

To see if the Town will:

- A) Appropriate additional funds to the various accounts in the fiscal year 2022 budget or transfer funds between said accounts;
- B) And determine whether such appropriations shall be raised by taxation, transferred from available funds, provided by borrowing or provided by any combination of the foregoing; and authorize the Select Board, except in the case of the School Department Budget, and with regard to the School Department, the School Committee, to apply for, accept and expend grants and aid from both federal and state sources and agencies for any of the purposes aforesaid.
- C) Appropriate \$81,753.60, to be expended under the direction of the Commissioner of Public Works, to address the impact of transportation network services on municipal roads, bridges and other transportation infrastructure.

or act on anything relative thereto.

**VOTED:** To execute the Warrant for the November 16, 2021 Second Special Town Meeting.

## WARRANT

THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF BROOKLINE  
SPECIAL TOWN MEETING

Norfolk, ss

To Any Constable of the Town of Brookline

Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to NOTIFY and WARN the Inhabitants of the TOWN OF BROOKLINE, qualified to vote at elections to meet at the High School Auditorium in said Brookline and via Zoom on TUESDAY, the SEVENTEENTH day of NOVEMBER, 2020 at 7:30 o'clock in the evening for the Special Town Meeting at which time and place the following article is to be acted upon and determined by the representative town meeting:

Pursuant to Chapter 92 of the Acts of 2020, the Town Meeting shall be held remotely by the means requested in the accompanying letter from the Moderator dated June 24, 2021 as follows: The Moderator, Town Meeting Members, Town officials and registered voters residing in the town who have arranged with the Town Clerk to participate in the Meeting may access and witness the deliberations and actions taken at the Meeting via the Zoom videoconferencing platform and/or telephone conferencing by following the instructions to be provided to them in advance by the Moderator, the Town Clerk or a designee. Registered voters residing in the Town who wish to participate in the Meeting must submit a request to the Town Clerk at [bkaufman@brooklinema.gov](mailto:bkaufman@brooklinema.gov) not later than 7:00 PM on November 15, 2021. All other interested members of the public who wish to witness the deliberations and actions taken at the Meeting may do so via the live video streaming service provided by Brookline Interactive Group at [brooklineinteractive.org/live](http://brooklineinteractive.org/live) or on RCN Channel 15 or Comcast Channel 23”;

**ARTICLE 1**

To see if the Town will:

- A) Appropriate additional funds to the various accounts in the fiscal year 2022 budget or transfer funds between said accounts;
- B) And determine whether such appropriations shall be raised by taxation, transferred from available funds, provided by borrowing or provided by any combination of the foregoing; and authorize the Select Board, except in the case of the School Department Budget, and with regard to the School Department, the School Committee, to apply for, accept and expend grants and aid from both federal and state sources and agencies for any of the purposes aforesaid.

## 16.A.

- C) Appropriate \$81,753.60, to be expended under the direction of the Commissioner of Public Works, to address the impact of transportation network services on municipal roads, bridges and other transportation infrastructure.

or act on anything relative thereto.

AND YOU ARE DIRECTED TO SERVE THIS WARRANT IN ACCORDANCE WITH THE BY-LAWS OF THE TOWN OF BROOKLINE.

HEREOF FAIL NOT, and make due return of this WARRANT, with your doings thereon, to the Select Board at least FOURTEEN DAYS before the day of said meeting.

Given under our hands and the seal of the TOWN of Brookline, Massachusetts, this 14th day of September 2021.



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SELECT BOARD

**CONFIDENTIAL**

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Each Member of the Board

FROM: Melissa Goff, Deputy Town Administrator

RE: **A Special Town Meeting within the Special Town Meeting**

DATE: 9/10/21

---

Per the agreement reached with Gerald Alston, the Board needs to call a third Special Town Meeting. There is one article that will be included in this Town Meeting:

1. Appropriation article- This article will be used to fund the agreement.

The Moderator has also provided a new request for a remote Town Meeting that the Board would need to approve (attached). Her earlier letter only covered the 11/16/21 STM and any concurrent Town Meetings.

The Board will need to take a vote calling for a Special Town Meeting that waives the requirements of Sections 2.1.2 – 2.1.3 of the Town's By-Laws. The requirements being waived are:

1. posting notice of the Board's intention to hold a Special Town Meeting at least 14 days prior to the opening of the warrant (Section 2.1.2); and
2. closing the Warrant 75 days prior to the start of the Special Town Meeting (Section 2.1.3).

The Board does have the authority to waive these requirements under Section 2.1.4:

“The requirements of sections 2.1.2 through 2.1.4, inclusive, may be waived when the Select Board determine that emergency conditions, or a situation requiring immediate actions or the provisions of any general or special law require such a waiver.”

The recommended votes are as follows:

**VOTE TO APPROVE THE MODERATOR'S REQUEST FOR A REMOTE TOWN MEETING**

Voted: To approve the Moderator's request for a remote Town Meeting.

**VOTE TO CALL SPECIAL TOWN MEETING**

**VOTED:** To call a Special Town Meeting on Tuesday, October 5, 2021, at 7:00 p.m. at the High School Auditorium and via Zoom; to waive the requirements of Sections 2.1.2 through 2.1.4 of the Town's By-Laws; to open and close the Warrant; and to insert in the said Warrant the following articles:

**ARTICLE 1:**

To see whether the Town shall vote to raise and appropriate, transfer from available funds, or authorize the Town Treasurer with the approval of the Select Board, to borrow by the issuance of bonds or notes under the provisions of G.L. c. 44, §7(3), or any other authority, the sum of \$11,000,000, to pay costs of a settlement in the matter of Gerald Alston v. the Town of Brookline, et al, United States District Court No. 1:15-cv-13987-GAO pertaining to Gerald Alston's employment as a Brookline Firefighter and claims he asserted against the Town and Town officials, including the payment of all costs incidental or related thereto, said funds to be expended under the direction of the Select Board, and further, that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; or take any other action relative thereto.

**VOTED:** To execute the Warrant for the October 5, 2021 Third Special Town Meeting.

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (“Agreement”) is being entered into between Gerald Alston (“Mr. Alston”) and the Town of Brookline (“Brookline”). Mr. Alston and Brookline are collectively referenced herein as the “Parties.”

WHEREAS, Mr. Alston commenced litigation in the U.S. District Court for the District of Massachusetts (the “Court”) captioned *Gerald Alston v. Town of Brookline, Massachusetts et al.*, Docket No. 1:15-cv-13987-GAO (the “Litigation”) in which he asserted claims arising from his employment as a Brookline firefighter and his termination.

WHEREAS, the Massachusetts Civil Service Commission has reinstated Mr. Alston to his position as a Brookline firefighter and the Massachusetts Supreme Judicial Court has upheld Mr. Alston’s reinstatement.

WHEREAS, Brookline expresses its appreciation for Mr. Alston’s service to the Town.

WHEREAS, following decisions from the U.S. Court of Appeals for the First Circuit, Mr. Alston’s remaining claims in the Litigation are against Brookline, and against Nancy Daly, Neil Wishinsky, Bernard Greene, Ben Franco, and Nancy Heller (collectively the “Individual Defendants”).

WHEREAS, the Parties agree that it is in their mutual interest to resolve the Litigation and to fully and finally resolve all disputes related to Mr. Alston’s employment and other interactions with Brookline, including any claims Mr. Alston may have against Brookline, the Brookline Select Board, the Individual Defendants, and the Released Parties named below.

WHEREAS, the Parties acknowledge and agree that there is good, valuable and sufficient consideration for this Agreement, including but not limited to the mutual promises and obligations set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth below, the Parties agree as follows.

1. The term “Mr. Alston” includes the past, present, or future heirs, legal representatives, executors, agents and assigns of Mr. Alston.

2. The term “Execution Date” shall be the date on which this Agreement is signed by both Mr. Alston and Brookline. If Mr. Alston and Brookline sign the Agreement on two (2) different dates, the Execution Date shall be the later of the two (2) dates. Select Board Chair Heather Hamilton is authorized to sign this Agreement for Brookline.

3. The term “Effective Date” shall be the date on which Brookline obtains required approvals for the transfer, appropriation and financing of funds necessary to issue the Settlement Amount referenced in Paragraph 11, and the funds become available for distribution by Brookline. Such approvals may include, without limitation, approval of the Representative Town Meeting and the Municipal Finance Oversight Board.



4. The term “Released Parties” refers to (1) Brookline and the Brookline Select Board, and any past, present or future officers, employees, independent contractors, legal representatives, elected representatives, attorneys, successors, assigns, members, trustees, benefit plans and their administrators and fiduciaries, insurers, and reinsurers of Brookline and the Brookline Select Board, and (2) the Individual Defendants and their agents, legal representatives, attorneys, insurers, reinsurers and fiduciaries, and (3) Betsy Dewitt, Ken Goldstein, Jesse Mermell, Sandra DeBow, Stanley Spiegel, Joslin Murphy, Local 950, International Association of Firefighters, and their agents, legal representatives, attorneys, insurers, reinsurers and fiduciaries. All Released Parties shall be released from liability in both their individual and official capacities, where applicable.

5. The offer made in this Agreement will be deemed withdrawn and no longer valid unless signed by Mr. Alston and delivered to Brookline within twenty-one (21) days of the date Mr. Alston receives it unless Brookline agrees in writing to accept the signed agreement from Mr. Alston after such date.

6. Within seven (7) days of the Execution Date, but no earlier than September 14, 2021, Brookline shall file for a Special Town Meeting a warrant article authorizing funding for payment of the Settlement Amount described in Paragraph 11, with an accompanying Town Meeting motion to be made substantially in the form of Exhibit A attached hereto. Simultaneously with the filing of the warrant article, Brookline shall issue a press release, which shall state in substance that the Select Board and Mr. Alston have agreed to an \$11 million dollar settlement, that the Select Board apologizes to Mr. Alston, and that a Special Town Meeting has been scheduled to approve the funding for the settlement.

7. Timing of the Special Town Meeting. Brookline shall convene a Special Town Meeting to occur within six weeks of the Execution Date. Provided that Mr. Alston signs this Agreement on or before September 7, 2021, Brookline shall convene the Special Town Meeting no later than October 5, 2021 and, if necessary, shall waive any requirements of Sections 2.1.2 through 2.1.4 of the Brookline’s Bylaws that are inconsistent with meeting that deadline. In the event Brookline does not obtain the required approvals for the transfer, appropriation and financing necessary to issue the settlement payment within thirty (30) days of the Special Town Meeting, this Agreement and the releases contained herein and attached shall be null and void and the Parties agree to submit a joint motion for a scheduling conference in the form attached hereto as Exhibit B.

8. Upon publication of the notice of the Special Town Meeting referenced in Paragraph 6, the Parties will jointly request that the Court stay the Litigation pending Brookline’s efforts to secure the required approvals set forth in Paragraph 3.

9. Within seven (7) days of the Effective Date, Mr. Alston shall, pursuant to Federal Rule of Civil Procedure 41(a)(A)(ii), file a stipulation of dismissal with prejudice of the Litigation, as to all parties, each party bearing its own costs and waiving all rights of appeal. Mr. Alston and Brookline shall execute and deliver, and also will irrevocably authorize their attorneys to execute and deliver, any other documents that may be necessary to terminate with finality the Litigation.

10. Within seven (7) days of the Effective Date, Mr. Alston shall voluntarily resign from his firefighter position with Brookline, effective immediately, including by submitting any forms required to effectuate such resignation. Mr. Alston shall also submit a written request for a full refund of his retirement contributions and shall report to the Brookline Retirement Board and Public Employee Retirement Administration Commission that he does not seek or intend to collect any form of retirement benefits, including health insurance, in the future. Mr. Alston agrees that, as of the date of his resignation, he shall no longer be entitled to receive, and Brookline shall have no further obligation to pay him, any further wages, compensation or benefits, including retirement or health benefits or funds. Mr. Alston agrees that, following his resignation, he will not apply for, seek, or accept employment with Brookline at any time in the future.

11. Within seven (7) days of the Effective Date, Brookline shall pay to Mr. Alston a sum of eleven million dollars (\$11,000,000), which shall be allocated as set forth below to alleged lost wages and emotional distress. This sum is referred to as the Settlement Amount. The payments described below shall be made to the IOLTA account of Mr. Alston's attorney, Brooks Ames.

1) Seven-hundred sixty-five thousand, fifty dollars (\$765,050.00) of the Settlement Amount shall be allocated as payment for alleged lost wages. As such, this portion is expressed in a gross amount and will be subject to deductions required by law, including federal income taxes, state income taxes, and Medicare. Mr. Alston understands that Brookline will file a W-2 for this payment.

2) The remainder of the Settlement Amount, ten million, two hundred thirty-four thousand, nine hundred fifty dollars (\$10,234,950.00), is allocated as payment for alleged lost retirement benefits in the amount of nine-hundred three thousand dollars (\$903,000.00) and as payment for alleged personal injury (including alleged emotional distress) in the amount of nine million, three-hundred thirty-one thousand, nine-hundred fifty dollars (\$9,331,950.00). Payments described in this section are not compensation for alleged lost wages. Mr. Alston understands that Brookline will file appropriate form 1099s for this payment and will provide appropriate forms 1099s to Mr. Alston and to his attorney, Brooks Ames.

3) The above allocations and methods for payment shall not in any way be construed as a limitation on the scope of the releases set forth below. If any taxing authority determines the any portion of the Settlement Amount described in Paragraph 11(2) to be taxable as wages, Mr. Alston is solely responsible for the payment of all such taxes, including legally mandated employer contributions such as social security contribution, etcetera. Mr. Alston further agrees to fully indemnify Brookline if any taxing or other lawfully mandated authority seeks payment of additional taxes or related penalties from Brookline.

12. Mr. Alston acknowledges and agrees that this Agreement provides Mr. Alston with payments and/or benefits that are not due to Mr. Alston now, or in the future. Mr. Alston acknowledges and agrees that, as of the date of his resignation, as set forth in Paragraph 10, Mr.

Alston shall not be due any further wages, compensation, salary, commissions, profit sharing, overtime, bonuses, vacation pay, holiday pay, reporting pay, compensatory/comp time, sick pay, severance pay, expense reimbursements, incentive pay, stock, stock options, retirement benefits, or other payments or benefits whatsoever from Brookline. Mr. Alston further acknowledges that, by virtue of this Agreement, Mr. Alston will have received all non-monetary benefits to which Mr. Alston may be entitled, including any leaves of absence, meal breaks, reinstatement, reasonable accommodation, insurance coverage, or other rights or benefits.

13. Release: Mr. Alston completely remises, releases and forever discharges the Released Parties from all claims, losses, damages, liabilities, obligations, rights, remedies and causes of action of every kind, nature and character, known or unknown ("Claims"), that Mr. Alston may now have, or has ever had, against the Released Parties arising from, connected with or related to the dealings between Mr. Alston and the Released Parties up to and including the date Mr. Alston signs this Agreement. This Release applies to all Released Parties in any capacity, including their official, personal and individual capacities. Without limiting the generality of the foregoing, Mr. Alston also expressly and specifically releases the Released Parties from all Claims that have been or could have been asserted as a result of Mr. Alston's employment with Brookline, separation from employment, or other status with Brookline, including but not limited to:

- a. All Claims that were or could have been asserted in the Litigation or in any other lawsuits against the Released Parties;
- b. Claims relating to compensation, salary, overtime, minimum wage, meal breaks, prevailing wage, deductions, reporting pay, unpaid wages, salary, commissions, bonuses, vacation pay, compensatory time, sick pay, holiday pay, severance pay, expense reimbursements, leaves, retaliation, multiple damages or attorneys' fees, including but not limited to Claims conferred by or arising under M.G.L. c. 149, §§148 et seq. (also known as the Massachusetts Wage Act), M.G.L. c. 151 (also known as the Massachusetts Minimum Fair Wage Law), the Fair Labor Standards Act or any other state, federal or local wage and hour laws;
- c. Claims relating to any contracts of employment, express or implied;
- d. Claims for "wrongful discharge," breach of privacy, defamation, intentional infliction of emotional distress, assault, battery, negligence, or any other tort or claim under common law;
- e. Claims for attorneys' fees and costs;
- f. Claims relating to harassment, discrimination, retaliation, and/or civil rights; and
- g. Claims otherwise conferred by or arising under any federal, state, and/or municipal law and/or regulation including but not limited to the Title VII of the Civil Rights Act, the Equal Pay Act, 42 U.S.C. §1981, 42 U.S.C. § 1983, the Rehabilitation Act, the Age Discrimination in Employment Act ("ADEA"), the Older Workers Benefit Protection Act

(“OWBPA”), the Americans with Disabilities Act, the Family and Medical Leave Act, the Families First Coronavirus Response Act as amended, and Economic Security (CARES) Act, including claims for violation of the Emergency Paid Sick Leave Act and/or the Emergency Family Medical Leave Expansion Act, the Worker Adjustment and Retraining Notification Act, the Massachusetts Fair Employment Practices Act, the Massachusetts Equal Rights Law, the Massachusetts Equal Pay Act (“MEPA”), the Massachusetts Paid Family and Medical Leave (“PFML”) law, the Massachusetts COVID-19 Emergency Paid Sick Leave Law, and similar provisions under the laws and/or regulations of the Commonwealth of Massachusetts, or any other state or municipality, all as amended.

14. Covenant not to sue: Mr. Alston agrees that Mr. Alston will not file or cause to be filed any claims, actions, lawsuits or legal proceedings against the Released Parties involving any matter occurring up to and including the date Mr. Alston signs this Agreement or involving any continuing effects of any acts or practices that may have arisen or occurred before such date. This covenant not to sue does not apply to the filing of administrative claims under federal or state law, nor does it in any way bar or prohibit the contact or cooperation with or participation in any proceeding before a federal or state administrative agency, provided, however, that Mr. Alston waives any right to recover monetary damages or other personal relief in connection with any such proceeding. This covenant not to sue also does not preclude a court action, claim or other legal proceeding to challenge the validity of the release of ADEA and OWBPA claims provided for in this Agreement. If Mr. Alston files a claim, action, lawsuit, or legal proceeding in violation of this section Mr. Alston shall be obligated to return all consideration received under this Agreement and will be liable for attorneys’ fees and costs incurred by Brookline or its insurer(s) in defending such claim; provided, however, that if Mr. Alston files a claim pursuant to the ADEA or OWBPA, Mr. Alston shall not be required to tender back five thousand dollars (\$5,000) of the consideration, which amount the parties agree is allocated as consideration for Mr. Alston’s release of claims under the ADEA or OWBPA.

15. Mr. Alston agrees that, on or after his resignation from employment with the Town of Brookline and following the dismissal of the Litigation he shall execute and immediately deliver to Brookline a Supplemental Release of All Claims in the form attached hereto as Exhibit C.

16. This Agreement is intended to comply with the Older Workers’ Benefit Protection Act of 1990 (“OWBPA”) with regard to Mr. Alston’s waiver of rights under the Age Discrimination in Employment Act of 1967 (“ADEA”).

- a. Mr. Alston is specifically waiving rights and claims under the ADEA.
- b. The waiver of rights under the ADEA does not extend to any rights or claims arising after the date this Agreement is signed by Mr. Alston.
- c. Mr. Alston is receiving consideration in addition to what Mr. Alston would otherwise be entitled.
- d. Mr. Alston acknowledges that Mr. Alston has been advised to consult with an attorney before signing this Agreement.

e. Mr. Alston acknowledges that Mr. Alston has had a period of twenty-one (21) days to consider the decision to enter into the waiver of age discrimination claims provided for in this Agreement. In the event that Mr. Alston executes this Agreement within less than twenty-one (21) days of Mr. Alston's receipt of it, Mr. Alston acknowledges that such decision was entirely voluntary, and that Mr. Alston had the opportunity to consider this Agreement for the entire twenty-one (21) day period. By executing this Agreement prior to the expiration of said twenty-one (21) day period, Mr. Alston hereby waives any or all of the remainder of said twenty-one (21) day period. Mr. Alston agrees that any changes made to this Agreement after Mr. Alston's initial receipt of it, whether material or immaterial, shall not restart the running of this twenty-one (21) day period.

f. It is understood that Mr. Alston may revoke Mr. Alston's approval of the waiver of age discrimination claims provided for in this Agreement in the seven (7) day period following the date on which Mr. Alston signs the Agreement. Notice of revocation must be in writing, and received by Brookline within the seven (7) day period. The waiver of age discrimination claims provided for in this Agreement shall not become effective or enforceable until the eighth calendar day after the date it is signed by Mr. Alston.

17. This Agreement may be executed in counterparts. A facsimile, PDF, or electronic signature shall be acceptable as an original.

18. This Agreement shall be deemed to have been executed and delivered within the Commonwealth of Massachusetts and the rights and obligations of the parties to this Agreement shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Massachusetts.

19. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous oral and written agreements and discussions.

20. If a court of competent jurisdiction finds any clause or provision of this Agreement to be unenforceable, the remainder of this Agreement will remain in full force and will not be affected.

21. This Agreement may be amended only by an instrument in writing signed by all parties to this Agreement.

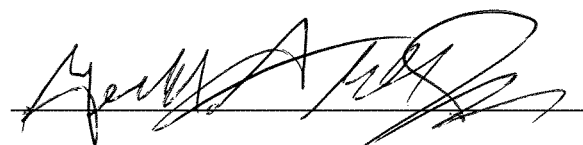
22. Mr. Alston acknowledges that Brookline may have a legal obligation to report the terms of this Agreement to the federal government pursuant to Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA). Mr. Alston represents and warrants that no Medicare or Medicaid liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to Mr. Alston's employment with Brookline or arising from any Claim released above. Mr. Alston further agrees that Mr. Alston and not the Released Parties shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or cause of action that may exist or have been asserted or that may in the future exist or be asserted.

23. This Agreement has been entered into for the purpose of avoiding controversy and litigation between Mr. Alston and Brookline. Neither the fact that this Agreement was signed nor the compliance with the terms of this Agreement will be considered as an admission by Brookline of any acts of wrongdoing of any kind whatsoever, nor shall it be deemed to render Mr. Alston the prevailing party in any legal or administrative action.

**MR. ALSTON AGREES THAT MR. ALSTON HAS CAREFULLY READ THIS AGREEMENT, THAT MR. ALSTON HAS BEEN GIVEN AMPLE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, THAT MR. ALSTON IS RECEIVING SUBSTANTIAL BENEFITS AS A RESULT OF THIS AGREEMENT, AND THAT MR. ALSTON IS VOLUNTARILY SIGNING BY MR. ALSTON'S OWN FREE ACT. MR. ALSTON FURTHER AGREES THAT MR. ALSTON DOES NOT RELY ON ANY REPRESENTATION, PROMISE OR INDUCEMENT MADE BY BROOKLINE OR ANY OTHER PERSON OR ENTITY WITH THE EXCEPTION OF THE CONSIDERATION SET FORTH IN THIS AGREEMENT. THIS AGREEMENT CONSTITUTES A VOLUNTARY AND KNOWING WAIVER OF RIGHTS UNDER THE LAWS AND STATUTES REFERENCED ABOVE.**

Brookline and Mr. Alston have signed this Agreement under seal on the dates indicated below.

**GERALD ALSTON**



**TOWN OF BROOKLINE**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

*A*  
~~8~~ / 7 / 21  
 Sept. 7, 2021

Dated: \_\_\_\_\_

16.A.

**EXHIBIT A****SPECIAL TOWN MEETING WARRANT ARTICLE****Town of Brookline, Massachusetts**  
Warrant Article, Explanation, and MotionArticle

To see whether the Town shall vote to raise and appropriate, transfer from available funds, or authorize the Town Treasurer with the approval of the Select Board, to borrow by the issuance of bonds or notes under the provisions of G.L. c. 44, §7(3), or any other authority, the sum of \$11,000,000, to pay costs of a settlement in the matter of Gerald Alston v. the Town of Brookline, et al, United States District Court No. 1:15-cv-13987-GAO pertaining to Gerald Alston's employment as a Brookline Firefighter and claims he asserted against the Town and Town officials, including the payment of all costs incidental or related thereto, said funds to be expended under the direction of the Select Board, and further, that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; or take any other action relative thereto.

Explanation

This article seeks Town Meeting authorization to raise and appropriate, transfer from available funds, or authorize the Town Treasurer to borrow \$11,000,000 to settle all claims asserted by Mr. Gerald Alston against the Town of Brookline, Town officials, and related parties.

Submission of this article follows a Settlement Agreement entered on September 14, 2021 between the Town and Mr. Alston to resolve the ongoing litigation currently in the U.S. District Court for the District of Massachusetts (the "Court") captioned Gerald Alston v. Town of Brookline, Massachusetts et al., Docket No. 1:15-cv-13987-GAO (the "Litigation") in which Mr. Alston has asserted claims arising from his employment as a Brookline firefighter and his termination from that position.

The Massachusetts Civil Service Commission reinstated Mr. Alston to his position as a Brookline firefighter and the Massachusetts Supreme Judicial Court has upheld Mr. Alston's reinstatement. Following decisions from the U.S. Court of Appeals for the First Circuit, Mr. Alston's remaining claims in the Litigation are against Brookline and against five town officials (the "Individual Defendants").

The Parties agree that it is in their mutual interest to resolve the Litigation and to fully and finally resolve any claims Mr. Alston may have against Brookline, the Brookline Select Board, and/or the Individual Defendants named in the Litigation. The Town and Mr. Alston have therefore



entered a universal settlement agreement that includes a settlement payment to Mr. Alston of \$11 million.

Should Town Meeting fail to authorize funding for the agreed-upon settlement, the parties will resume litigation, which carries potential financial and reputational risk for the Town, and which will impose costs on the Town.

Should Town Meeting vote favorably on this Warrant Article, this matter will be concluded.

We believe a settlement, even of this magnitude, is the right thing to do and in the best interest of the Town, and we urge all Town Meeting Members to support funding it.

#### Motion

That the Town appropriates \$11,000,000 to pay costs of a settlement in the matter of Gerald Alston v. the Town of Brookline, et al, United States District Court No. 1:15-cv-13987-GAO, pertaining to Gerald Alston's employment as a Brookline Firefighter and claims he asserted against the Town and Town officials, including the payment of all costs incidental or related thereto, said funds to be expended under the direction of the Select Board, and that to meet this appropriation, the Treasurer, with the approval of the Select Board is authorized to borrow said amount under and pursuant to G.L. c. 44, §7(3) or any other enabling authority, and to issue bonds or notes of the Town therefor. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

### **EXHIBIT B**

#### **JOINT REQUEST FOR SCHEDULING CONFERENCE**

#### **UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS**

**GERALD ALSTON,  
Plaintiff**

**v.**

**TOWN OF BROOKLINE,  
MASSACHUSETTS, ET AL.  
Defendants.**

**C.A. No. 1:15-cv-13987-GAO**

**JOINT REQUEST FOR PRE-TRIAL STATUS CONFERENCE**

Plaintiff Gerald Alston and Defendants Town of Brookline, Massachusetts, and the Brookline Select Board (the “Requesting Parties”) hereby request a status conference pursuant to Local Rule 16.3 in order to discuss the scheduling of a trial in this matter. In support of this request, the Requesting Parties report that recent attempts at resolution of this matter have not succeeded.

Respectfully Submitted,

**TOWN OF BROOKLINE AND BROOKLINE  
SELECT BOARD,**

By their attorney,

/s/ Arielle B. Kristan  
Arielle B. Kristan (BBO No. 677048)  
akristan@hrwlawyers.com  
HIRSCH ROBERTS WEINSTEIN LLP  
24 Federal Street, 12<sup>th</sup> Floor  
Boston, Massachusetts 02110  
Tel. (617) 348-4300 / Fax (617) 348-4343

**GERALD ALSTON,**

By his attorney,

/s/ Brooks A. Ames  
Brooks A. Ames (BBO #641192)  
BROOKLINE JUSTICE LEAGUE, INC.  
1309 Beacon Street, 3<sup>rd</sup> Floor  
Brookline, MA 02446  
Brooksames1@gmail.com  
(617) 763-5526

16.A.

**EXHIBIT C****SUPPLEMENTAL RELEASE OF ALL CLAIMS**

This Supplemental Release of All Claims (“Supplemental Release”) is being executed by Gerald Alston (“Mr. Alston”) on or after Mr. Alston’s resignation from employment with the Town of Brookline (“Brookline”) and the dismissal of the litigation captioned *Gerald Alston v. Town of Brookline, Massachusetts et al.*, Docket No. 1:15-cv-13987-GAO (the “Litigation”).

As used below, the term “Released Parties” refers to (1) Brookline and the Brookline Select Board, and any past, present or future officers, employees, independent contractors, legal representatives, elected representatives, attorneys, successors, assigns, members, trustees, benefit plans and their administrators and fiduciaries, insurers, and reinsurers of Brookline and the Brookline Select Board, and (2) the Individual Defendants and their agents, legal representatives, attorneys, insurers, reinsurers and fiduciaries, and (3) Betsy Dewitt, Ken Goldstein, Jesse Mermell, Sandra DeBow, Stanley Spiegel, Joslin Murphy, Local 950, International Association of Firefighters, and their agents, legal representatives, attorneys, insurers, reinsurers and fiduciaries. All Released Parties shall be released from liability in both their individual and official capacities, where applicable.

Release: Mr. Alston completely remises, releases and forever discharges the Released Parties from all claims, losses, damages, liabilities, obligations, rights, remedies and causes of action of every kind, nature and character, known or unknown (“Claims”), that Mr. Alston may now have, or has ever had, against the Released Parties arising from, connected with or related to the dealings between Mr. Alston and the Released Parties up to and including the date Mr. Alston signs this Release. This Release applies to all Released Parties in any capacity, including their official, personal and individual capacities. Without limiting the generality of the foregoing, Mr. Alston also expressly and specifically releases the Released Parties from all Claims that have been or could have been asserted as a result of Mr. Alston’s employment with Brookline, separation from employment, or other status with Brookline, including but not limited to:

- a. All Claims that were or could have been asserted in the Litigation or in any other lawsuits against the Released Parties;
- b. Claims relating to compensation, salary, overtime, minimum wage, meal breaks, prevailing wage, deductions, reporting pay, unpaid wages, salary, commissions, bonuses, vacation pay, compensatory time, sick pay, holiday pay, severance pay, expense reimbursements, leaves, retaliation, multiple damages or attorneys’ fees, including but not limited to Claims conferred by or arising under M.G.L. c. 149, §§148 et seq. (also known as the Massachusetts Wage Act), M.G.L. c. 151 (also known as the Massachusetts Minimum Fair Wage Law), the Fair Labor Standards Act or any other state, federal or local wage and hour laws;
- c. Claims relating to any contracts of employment, express or implied;

- d. Claims for “wrongful discharge,” breach of privacy, defamation, or any other tort or under common law;
- e. Claims for attorneys’ fees and costs;
- f. Claims relating to harassment, discrimination, retaliation, and/or civil rights; and
- g. Claims otherwise conferred by or arising under any federal, state, and/or municipal law and/or regulation including but not limited to the Title VII of the Civil Rights Act, the Equal Pay Act, 42 U.S.C. §1981, 42 U.S.C. § 1983, the Rehabilitation Act, the Age Discrimination in Employment Act (“ADEA”), the Older Workers Benefit Protection Act (“OWBPA”), the Americans with Disabilities Act, the Family and Medical Leave Act, the Families First Coronavirus Response Act as amended, and Economic Security (CARES) Act, including claims for violation of the Emergency Paid Sick Leave Act and/or the Emergency Family Medical Leave Expansion Act, the Worker Adjustment and Retraining Notification Act, the Massachusetts Fair Employment Practices Act, the Massachusetts Equal Rights Law, the Massachusetts Equal Pay Act (“MEPA”), the Massachusetts Paid Family and Medical Leave (“PFML”) law, the Massachusetts COVID-19 Emergency Paid Sick Leave Law, and similar provisions under the laws and/or regulations of the Commonwealth of Massachusetts, or any other state or municipality, all as amended.

This Supplemental Release is intended to comply with the Older Workers’ Benefit Protection Act of 1990 (“OWBPA”) with regard to Mr. Alston’s waiver of rights under the Age Discrimination in Employment Act of 1967 (“ADEA”).

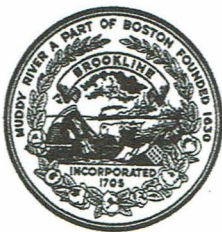
- h. Mr. Alston is specifically waiving rights and claims under the ADEA.
- i. The waiver of rights under the ADEA does not extend to any rights or claims arising after the date this Supplemental Release is signed by Mr. Alston.
- j. Mr. Alston has received consideration in addition to what Mr. Alston would otherwise be entitled.
- k. Mr. Alston acknowledges that Mr. Alston was advised to consult with an attorney before signing this Supplemental Release.
- l. Mr. Alston acknowledges that Mr. Alston has had a period of twenty-one (21) days to consider the decision to sign this Supplemental Release. In the event that Mr. Alston executes this Supplemental Release within less than twenty-one (21) days of Mr. Alston’s receipt of it, Mr. Alston acknowledges that such decision was entirely voluntary, and that Mr. Alston had the opportunity to consider this Supplemental Release for the entire twenty-one (21) day period. By executing this Supplemental Release prior to the expiration of said twenty-one (21) day period, Mr. Alston hereby waives any or all of the remainder of said twenty-one (21) day period. Mr. Alston agrees that any changes made to this Supplemental Release after Mr. Alston’s initial receipt of it, whether material or immaterial, shall not restart the running of this twenty-one (21) day period.

m. It is understood that Mr. Alston may revoke Mr. Alston's approval of the waiver of age discrimination claims provided for in this Supplemental Release in the seven (7) day period following the date on which Mr. Alston signs the Supplemental Release. Notice of revocation must be in writing and received by Brookline within the seven (7) day period. The waiver of age discrimination claims provided for in this Supplemental Release shall not become effective or enforceable until the eighth calendar day after the date it is signed by Mr. Alston.

**MR. ALSTON AGREES THAT MR. ALSTON HAS CAREFULLY READ THIS RELEASE, THAT MR. ALSTON HAS BEEN GIVEN AMPLE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, THAT MR. ALSTON IS RECEIVING SUBSTANTIAL BENEFITS AS A RESULT OF THE SETTLEMENT AGREEMENT TO WHICH THIS RELEASE IS AN EXHIBIT (THE "AGREEMENT"), AND THAT MR. ALSTON IS VOLUNTARILY SIGNING BY MR. ALSTON'S OWN FREE ACT. MR. ALSTON FURTHER AGREES THAT MR. ALSTON DOES NOT RELY ON ANY REPRESENTATION, PROMISE OR INDUCEMENT MADE BY BROOKLINE OR ANY OTHER PERSON OR ENTITY WITH THE EXCEPTION OF THE CONSIDERATION SET FORTH IN THE AGREEMENT. THIS RELEASE CONSTITUTES A VOLUNTARY AND KNOWING WAIVER OF RIGHTS UNDER THE LAWS AND STATUTES REFERENCED ABOVE.**

**GERALD ALSTON:** \_\_\_\_\_

**Date:** \_\_\_\_\_



16.A.  
**TOWN of BROOKLINE**  
*Massachusetts*

EDWARD (SANDY) GADSBY  
Town Moderator

60 GLEN ROAD, UNIT 204  
BROOKLINE, MA 02445  
738-6609  
sgadsby@foleyhoag.com

June 11, 2018

To the Brookline Select Board:

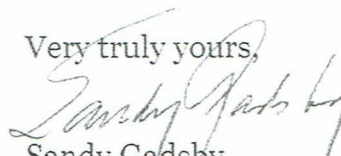
I am sending this letter in connection with the request of Stanley Spiegel, through his counsel, for indemnification for his legal expenses incurred as a result of having been a named defendant in the Alston v. Town of Brookline et al litigation.

Here is the situation as I understand it, from personal observation and from Mr. Spiegel's counsel. There is absolutely no question in my mind that Mr. Spiegel was joined as a defendant in this litigation on account of his membership on the Advisory Committee. The claims against Mr. Spiegel have all been adjudicated by the U. S. District Court to be frivolous. The costs to Mr. Spiegel of defending himself in this litigation have been substantial, and the personal and emotional costs incalculable. Mr. Spiegel has a motion pending for sanctions, but this could be litigated for months at even more expense.

Putting aside my personal feelings about all this, my concern as the appointing authority for members of the Advisory Committee is the potential damping effect that Mr. Spiegel's ordeal will have on potential candidates for service on the Advisory Committee, or for that matter any other voluntary Town board or committee. If the Town permits our citizen volunteers to be harassed and intimidated by predatory lawyers without the benefit of indemnification, it cannot help but narrow the field of candidates for service on such important committees as the Advisory Committee. Finding qualified and willing candidates is difficult enough without these risks, which are among those that the Town's indemnity practices should be applied to ameliorate.

I ask that the Select Board indemnify Mr. Spiegel, at least to the extent that he is not reimbursed from other sources.

Very truly yours,

  
Sandy Gadsby  
Town Moderator

**Harry Bohrs**  
**97 Toxteth Street**  
**Brookline, MA 02446**

June 19, 2018

Brookline Select Board:

I am writing in regards to, and on behalf of, Stanley Spiegel and the legal/financial quagmire into which he has been drawn. The alleged comment that so incensed his persecutors certainly made him a target. But, it is specifically his being an Advisory Committee member that has been the basis for their attack and which gives me the greatest concern. Clearly, this is a case without merit and meant simply to intimidate and punish Mr. Spiegel financially and emotionally. Unfortunately, it is working.

As a former Committee Chair, I view this beyond just the current case. What is most worrisome is what this portends for all members, current and future, of boards, committees and commissions. The ramifications could be significant, especially given that we live in a time when bullying by any means is the order of the day. The costs to Mr. Spiegel have been extreme as he has not been covered under the blanket of the Town in this case. Any member of a Town committee, board or commission can potentially find themselves in exactly the same predicament.

While I would hope it is not the case, I can well imagine a board or committee, or any of its individual members, demurring from making a controversial call in order to avoid Mr. Spiegel's fate - even if the consideration is part of the charge or statutory obligation. It is not too farfetched to imagine a case where an overly aggressive developer may preemptively threaten to sue not only the Town and the ZBA, but each member individually. With the financial welfare of one's family potentially at risk, it seems this could be an effective strategy - vulgar though it may be.

I realize the board has previously considered whether the Town should cover Mr. Spiegel's legal expenses in this matter. I will freely admit there may be salient factors of which I am unaware. I also suspect the Town could benefit from a set of rubrics to help guide the Board in addressing these sorts of situations - not to say that will make for easy calls. And, I realize it is difficult to know where to draw the line and avoid what might be described as a "slippery slope". But, there are slippery slopes in more than one direction.

If a frivolous assault on a Town committee member, by virtue of being a Town committee member, is successful, it will serve as a stark warning to anyone serving or considering whether to serve in a similar capacity. And should this happen with some regularity, convincing people to devote time to the Town's work will be severely hampered. Given the real and extensive costs in this case, beyond just the financial, Mr. Spiegel could, in the end, win - yet still lose. I would respectfully request you revisit your earlier decision and, to the extent possible, look for ways to indemnify Mr. Spiegel.

Respectfully,



Harry Bohrs



June 18, 2018

Dear Members of the Select Board:

I understand that the Select Board will consider a request that Stanley Spiegel be indemnified by the Town of Brookline for legal expenses he incurred as a result of the *Alston v. Town of Brookline et al* litigation.

I hope that the Select Board will vote to indemnify Mr. Spiegel for any legal expenses for which he remains responsible after receiving reimbursement from other sources.

As chair of the Advisory Committee, I am concerned that not indemnifying Mr. Spiegel will discourage other residents from volunteering to serve on the Advisory Committee and other boards, committees, and commissions. Those of you who have served on the Advisory Committee know that members must devote much time to the Committee's work. It is not easy to find Brookline residents who are willing to shoulder these responsibilities. Fewer still would be likely to agree to serve if the Select Board takes the position that citizen volunteers will not be indemnified for legal expenses incurred as a result of their efforts to serve the Town.

Please note that I am writing in my capacity of chair of the Advisory Committee, not on behalf of the entire Advisory Committee. The Committee has not held a meeting to discuss the question of indemnifying Mr. Spiegel for legal expenses.

Sincerely yours,

Sean M. Lynn-Jones  
Chair  
Brookline Advisory Committee

## MEMORANDUM

**CONFIDENTIAL**

TO: Members of the Select Board  
 FROM: Dick Benka  
 RE: Comments regarding indemnification under G.L. c. 258, sec. 9  
 DATE: June 18, 2018

I have a few quick comments regarding indemnification under G.L. c. 258, sec. 9. ("Section 9"). The ultimate policy decision is yours.

1. As I am sure you are aware, the language of Section 9 permits indemnification of "public employees" where the "employee or official ... was acting within the scope of his official duties of employment." On first reading, I had assumed that Section 9 required an employer-employee relationship and would preclude indemnification for someone who was merely a volunteer.

That conclusion, however, would not give effect to the language of Section 9 that permits indemnification of an "employee or official," not merely an "employee." Indeed, in Howard v. Town of Burlington, 399 Mass. 585 (1987), the Supreme Judicial Court permitted indemnification of an town finance committee chair, without regard to whether she was paid,<sup>1</sup> identifying the "ultimate question under G. L. c. 258, Section 9 ... [as] whether the town should be allowed to indemnify a public employee or official." *Id.* at 589 n.6 (emphasis supplied).

2. Thus, the "scope of ... official duties of employment" for purposes of indemnification cannot logically be limited to a paid employer-employee relationship, and one should not demand that an official seeking indemnification have been "hired" to perform the specific tasks that gave rise to claims. "Scope" is "not construed restrictively" under Section 9; to the contrary, the provision "shall be construed liberally" recognizing that "public indemnification of public officials serves in part to encourage public service." *Id.* at 590-91 (duties do not have to be "formally described" in town by-law). See also Pinshaw v. Metropolitan District Commission, 402 Mass. 687, 694-95 (1988) (under similar language of G. L. c. 258, sec. 9A, focusing on whether individual was "'motivated, at least in part, by a purpose to serve the employer'" or, to the contrary, acted "'from purely personal motives ... in no way connected with the employer's interests'"). Indeed, the Supreme Judicial Court has suggested that "the permissive nature of the indemnity statute may allow a broader scope of employment definition than under the respondeat superior inquiry" governing the liability of an employer for an employee's actions. Howard, supra, at 589 n.6.

3. One final concern is whether indemnification in the Spiegel case would open the door to significant Town indemnification obligations in other cases in the future. At least two factors could allay this concern. First, Spiegel was identified by plaintiff as a member of the Advisory Committee, and not merely as one of hundreds of Town Meeting members. Second, Section 9 gives the Town discretion to choose whether to indemnify an individual. The Section states that the Town "may" – not "shall" (the language of G.L. c. 285, sec. 9A) -- provide indemnification. The statute, as noted above, is "permissive."

<sup>1</sup> The Burlington town budget provides only a small amount for the ways and means committee part-time recording clerk. <http://www.burlington.org/Budget%20Document.pdf>, at 16.

June, 15, 2018

Melvin Kleckner  
Town Administrator  
Brookline Town Hall  
333 Washington St.  
6th Floor  
Brookline, MA 02445

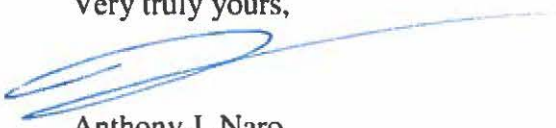
To the Brookline Select Board:

We have seen a final draft of a June letter to you from the Moderator, Sandy Gadsby, and we fully join in both his serious concerns and his urging indemnification of Stanley Spiegel.

Tony, is a Town Meeting Member, Brookline Police Chief Search Panel, and active member of the Commission on Diversity Inclusion and Community Relations (CDICR). Kelly is an equally active member of Town government as the Chair of the CDICR and volunteer reviewer of the civilian complaint process with the Brookline Police Department. These positions are unpaid and consume a great amount of time. However, we put ourselves out there because we care about Brookline and want to make it a more diverse, inclusive, and friendly town. Those who volunteer for the Town, especially dedicated ones like Mr. Spiegel, merit indemnification where they are subject to a lawsuit which is directly related to their volunteer work for the Town and said lawsuit is dismissed as unfounded or, in the case of Mr. Spiegel, frivolous. Failing to indemnify Mr. Spiegel could send a chilling effect to the community with respect to people's willingness to volunteer. Furthermore, current commissioners and board members will have concerns that they could one day be subject to a frivolous lawsuit of their own. We believe this is especially likely where members of the CDICR may be witnesses in an upcoming federal lawsuit, pursued by the same attorney who filed a frivolous lawsuit against Mr. Spiegel.

We thank you for your time and welcome any questions that you may have about our feelings on this matter.

Very truly yours,



Anthony J. Naro



Kelly Race

CC: Marty Rosenthal, Esq.

**From:** [George Abbott White](#)  
**To:** [martyros@world.std.com](#); [sgadsby@foleyhoag.com](#); [hamiltonhe@gmail.com](#); [Dr George Abbott White](#)  
**Subject:** RE Stanley Spiegel, GAW  
**Date:** Tuesday, June 19, 2018 4:17:54 PM

---

RE Stanley Spiegel

Dear Marty,

Thank you for your telephone call today regarding the situation with Stanley Spiegel.

I particularly appreciated your updating on where matter stand, and wholly agree with Sandy's position.

As president of the Town Meeting Members Association I am glad to join in unreserved support of the proposal being put forward to the Select Board, and appreciate the fact that this represents more than a personal concern.

Please feel free to get in touch with me again, at any point.

And forgive me writing in haste, it has been an extremely busy time, returning a tenant to England, and a new grandfather to the exacting task of bottle washer!

With every good wish, George

George Abbott White, TMM 9  
President, Town Meeting Members Association  
143 Winchester Street  
Brookline, MA 02446

617-513-6627  
Sent from my iPhone  
George Abbott White, PhD



**(Community) MEMORANDUM urging c. 258, §13 indemnity for ACM/TMM Spiegel****To: BROOKLINE SELECT BOARD**

**Fr:** Brookline PAX,<sup>1</sup> Bob ALLEN, Jeffrey ALLEN, John BUSINGER, Cat Anderson, Edie Brickman, Harry Friedman, Jennifer Gilbert, Jennifer Goldsmith, Phyllis Giller, Ken GOLDSTEIN, Scott Gladstone, Neil Gordon, Susan Granoff, Gil HOY, Bobbie Knable, Amy Hummel, Sytske Humphrey, Joyce Jozwicki, Janice Kahn, Roger Lipson, Jon Margolis, Linda Olson Pehlke, Kate POVERMAN, Lynda Roseman, Michael SANDMAN, Lisa Sears, Frances Shedd-Fisher, Frank SMIZIK, Claire Stampfer, Charles Terrell, Dwaigh Tyndal, Tommy VITOLO, Sassan Zelkha

**C/O:** Martin R. Rosenthal, Esq.**Date:** April 15, 2021**Re:** *Stanley Spiegel's Indemnity for 1:15-cv-13987-GAO and 1<sup>st</sup> Cir. #'s 20-1434 & 1435*

As mostly current/former Town officials we're very upset by the failure to *indemnify* Stanley Spiegel in the above cases, the 1<sup>st</sup> two now deemed not just baseless, but frivolous and sanctionable. For simplicity we adopt Sandy Gadsby's 6/11/18 letter to the Select Board -- attached, e.g.:<sup>2</sup>

There is absolutely no question in my mind that Mr. Spiegel was joined as a defendant in this litigation on account of his membership on the Advisory Committee.<sup>3</sup> ... [M]y concern as the appointing authority for members of the [A/C] is the potential damping effect that Mr. Spiegel's ordeal will have on potential candidates for service on the [A/C], or for that matter *any other voluntary Town board or committee*. If the Town permits *our citizen volunteers to be harassed and intimidated* by predatory lawyers without the benefit of indemnification, it cannot help but *narrow the field of candidates* for service on such important committees as the [A/C]. Finding qualified and willing candidates is difficult enough without these risks, which are among those that the Town's indemnity practices should be applied to ameliorate. *I ask that the Select Board indemnify Mr. Spiegel.* (emphasis added)

Most of us are not lawyers, but we're all aware, *first*, that Town voters (two to one!) adopted GL c. 258, §13<sup>4</sup> (mandatory) indemnity -- as opposed to the merely discretionary alternative c. 258, §9 -- on 4/15/80 (1216 Yes, 597 No). *Second*, there seems no doubt that Stanley (like most of us) has been a Town "official" (he being 2-fold, ACM & TMM) -- and indeed sued *as such*.<sup>5</sup>

Third, we share the Moderator's *chilling effect fears* -- identical to the purposes of c. 258, §§9 and 13, e.g. in *Howard v. Burlington*, 399 Mass. 585, 591 (1987)(dismissing 10-taxpayer suit challenging a c.258,§9 discretionary indemnity for a *Finance Committee* Chair sued for *defamation*):

<sup>1</sup> PAX's Board, excluding SBM Heller, was yesterday polled, with a huge and (pretty rare) *unanimous* YES response..

<sup>2</sup> We've also seen 2018 letters by S. Lynn-Jones, H. Bohrs, D. Benka, G. White, and (together) K. Race and T. Naro

<sup>3</sup> hereinafter "A/C" or "ACM" for *Members*; and "TMM" for *Town Meeting Member*

<sup>4</sup> §13: "any town which accepts this section ... *shall indemnify and save harmless municipal officers, elected or appointed* from personal financial loss and expense *including reasonable legal fees and costs*, if any, in an amount not to exceed one million dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting *within the scope of his official duties or employment*." NOTE, c. 258, §9, except for being discretionary is essentially identical.

<sup>5</sup> We have also seen the 12/1/15 Complaint, e.g. ¶¶s 25, 110, 132

The plaintiffs argue that the town may expend public funds to indemnify Davis only if her discussion with Mercier was *within the scope of her official duties* as chairwoman of the committee as determined by article IX, §5-0, of the general by-laws of ... Burlington. We decline to adopt such a restrictive interpretation of the term for the purposes of G.L. c. 258, § 9. Moreover ... it is ordinarily *the actual and customary, rather than formally described, duties* which determine scope of employment. See Restatement (2nd) of Agency, § 229 ...

Statute 1978, c. 512, § 18, provides in relevant part that “[t]he provisions of this [MA Tort Claims] act shall be *construed liberally for the accomplishment of the purposes thereof*.” As we noted in *Filippone v. Mayor of Newton*, 392 Mass. 622, 629 ... (1984): “As a matter of policy, public indemnification of public officials *serves in part to encourage public service*.” To adopt a restrictive view of the scope of employment under G.L. c. 258, § 9, would be *inconsistent* with the purposes of the statute and *would encourage public officials to view their duties in an unreasonably restrictive manner*. ... [We conclude that Davis's discussion falls within the scope of employment under G.L. c. 258, § 9...] (emphasis added)

And, it also seems beyond *any* doubt that Stanley’s two alleged (and we understand, disputed, but in any event now deemed legally non-actionable) actions were surely typical of what Brookline’s “*legislators*” do -- and *should* do, *discussing important Town issues* with both their colleagues and the public.<sup>6</sup> Surely you recognize, and don’t want to deter, that kind of discourse!

By not indemnifying a TMM or ACM (or for that matter a member of any board, committee, or commission), you’ll send a *message* to “predatory”<sup>7</sup> lawyers that they can simply toss in any of *hundreds* of Town (and School) volunteers as defendants, who’ll then have to pay their own legal fees and risk losing their savings, maybe even their homes -- and who thus might have to (reluctantly, but still expensively) settle an unfounded lawsuit. Just what such lawyers are seeking!

That’s the “slippery slope” here, i.e., more harassing lawsuits. We also note a painful irony of the Select Board not indemnifying Stanley for coming *to the Board’s defense*. We’re informed that several seasoned & widely respected ACM’s (who’ve signed this letter) were, in 2019, prepared to propose both a -- yes, legally novel -- *reserve fund transfer for*, and a *resolution* urging/demanding, full 258/13 indemnification for Stanley’s legal fees, but were asked by Stanley’s lawyers to wait.

For decades we’ve all served and worked hard/unpaid -- for Brookline. Please do what’s right, not only for Stanley, but for all Town and School volunteers, and indeed for the Town itself. What’s at stake -- personally for Stanley, and also for the Town -- can’t be overstated and shouldn’t be underestimated. Finally, isn’t it inconceivable (aside from unlawful) for a *City Councilor* to be denied mandatory §13 (or even §9, discretionary) indemnity -- for “talking” about a major city issue?

You must know: TMM’s are Brookline’s “*legislators*.” They, ACM’s, Town volunteers -- like we -- not only deserve respect, but are (like this case) poster children for c. 258, 13.

<sup>6</sup> Complaint ¶¶ 110 and 132-133, allegations that we hear are disputed in their details, but nonetheless -- even if taken as true -- now deemed legally non-actionable. We’re also told -- as you must know -- that Stanley was also exonerated of misbehavior by an outside investigator Joseph Coffey, 4/30/15 in a lengthy report, citing in part “no evidence that Mr. Spiegel, in his capacity as a Town official, had improperly accessed or disclosed confidential personnel record information concerning Mr. Alston.”

<sup>7</sup> Sandy’s term, above



## Commission for Diversity, Inclusion, and Community Relations

(As of September 2021)

### Membership:

VACANCY, Chair	Term expires 2021 (Joan Lancourt resigned May 2021)
VACANCY	Term expires 2023 (Mariah Nobrega did not seek reappointment)
VACANCY	Term expires 2023 (Eloise Lawrence did not seek reappointment)
Ihssane Leckey	Term expires 2023*
John Malcolm Cawthorne	Term expires 2022
Jessica Chicco	Term expires 2022
VACANCY	Term expires 2022 (John Lau resigned in April 2021)
Malcolm Doldron	Term expires 2022
Irving Allen	Term expires 2022
Kea van der Ziel	Term expires 2023
Bob Lepson, Acting Chair	Term expires, 2023
Samuel Batchelder	Term expires 2023
Rezaul Haque	Term expires 2023
Bishnu Tamang	Term expires 2023
Grace Yung Watson	Term expires 2023
Raul Fernandez	Select Board Representative
Susan Federspiel	School Liaison
TBD	Police Liaison
Kazi Stafford	Student Liaison

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\*9/14/21 Ihsanne Leckey applies for reappointment, if reappointed the term will expire in 2023

Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Tue 9/14/2021 2:46 PM

To: Devon Fields <dfields@brooklinema.gov>

Committee Reappointment Interest Form

Date	9/14/2021
Name	Ihssane Leckey
Email:	
Committee you are a member of?	CDICR
List of accomplishments in the last 3 years.	Helped steer committee goals towards a more inclusive, and equitable Brookline community.
Future Goals	Help achieve a more inclusive Brookline community.
Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200	

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**Park and Recreation Commission  
(As of 8/27/21)**

**MEMBERS:**

John Bain, Chair.....Term expires 2022 (reappointed 7/14/20)

Nancy O'Connor, Vice Chair.....Term expires 2020

Clara Batchelor.....Term expires 2020

James Carroll.....Term expires 2021 (reappointed 9/3/19)

Daniel Lyons.....Term expires 2020 (will not apply for reappointment)

Antonia Bellalta.....Term expires 2021 (reappointed 9/3/19)

Wendy Sheridan.....Term expires 2022 (reappointed 7/14/20)

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Stewart Silvestri interviews for appointment 6/22/21

John Pan interviews for appointment 6/22/21

Shonali Gaudino interviews for appointment 6/22/21

Clara Batchelor interviews for reappointment 6/29/21

Nancy O'Connor interviews for reappointment 6/29/21

Brandon Roberts applies for appointment 7/6/21

Antonia Bellalta applies for reappointment 7/27/21

James Carroll interviews for reappointment 7/27/21

Theresa Mooney interviews for appointment 8/31/21

## Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Sun 5/16/2021 6:31 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

### Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Stewart Silvestri
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	Field not completed.
Email	[REDACTED]
Application for specific Board/Commission?	Park & Recreation
What type of experience can you offer this Board/Commission?	Former Head of Brookline Little League for several years. Also a past Co-Pres of BHS PTO. Responsible for re branding of school logo and school colors
What type of issue would you like to see this Board/Commission address?	Assist the town athletic programs to bring all of the Rec, school and and private programs under one umbrella. The goal is to improve the athletic experience for our youth including the over 1,000 BHS athletes competing in over 40 Varsity sports.
Are you involved in any other Town activities?	Not at the moment
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	<a href="#">SLS Park and Rec doc 05 2021.pdf</a>

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## Objective

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To join the Brookline Park and Recreation Commission

## Education

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*Lyndon State College*, Lyndonville, VT  
Bachelor of Science in Business Administration

1979-1983

## Experience

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### Unlimited Sotheby's Realty, *Brookline, MA*

January 2019-Present

- Real Estate Sales

### Business Consultant, *Lynn, MA*

Xtreme Silkscreen (Lynn, MA)

August 2105 - Dec 2018

- Goal is to create better system and process to grow annual business from the current \$900k per year to 1.5 million over next 3 years.
- Analyze sales process including walk ins, email and web orders. Enhance the web order system and divert all orders to web. This creates better order tracking and workflow and reduces workload on Art Dept.
- Acquire working capital for new equipment to increase output.
- Produced workflow system for employees to reduce downtime between jobs and increase order output.

### Business Analyst, *Boston MA*

Norfolk Financial Corp (Boston, MA)

June 2007 - August 2015

- Coordinated purchases and sales of non-performing consumer debt. Helped to developed a new database system by which to measure and track client media coverage
- On going analysis of debt portfolio using Excel and Oracle database

### Financial Consultant, *Boston MA*

Morgan Stanley (Boston, MA)

July 1987 - May 2007

- Developed \$30 mill book of business.
- On going analysis of client portfolios using Excel and other tools
- Provided full service financial planning for 300+ clients

## Activities & Family

---

Director Brookline Youth Baseball 2011-2016

Co-President Brookline High School PTO 2013-2015

Volunteer Ski Ambassador at Cannon Mountain, Franconia, NH 2006-Present

US Naval Academy Sailing Instructor - Annapolis MD

Completed 3 Boston Marathons to benefit Dana Farber Cancer Institute and Boston Children's Hospital 2005-2007

Member of 1995 Young America America's Cup Sailing Team ( San Diego, CA)

Member of 1987 Stars & Stripes winning America's Cup Sailing Team (Perth, Western Australia)

Married for 30 years to Pamela DiPiro a physician at Dana-Farber. We have three children: Sarah, 24, a grad of the Univ Michigan, now working in NYC.. Stewie, 22, a Junior at Northeastern University and Mia, 19 freshman at Tufts University. We have lived in Brookline since 1992.

## Online Form Submittal: Board/Commission Application Form

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Sun 5/2/2021 10:34 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

### Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Shonali Gaudino
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	Field not completed.
Email	[REDACTED]
Application for specific Board/Commission?	Would be open to others, but interested in: PARK AND RECREATION COMMISSION, COMMISSION FOR WOMEN, COUNCIL ON AGING, BROOKLINE COMMISSION ON DISABILITY, ADVISORY COMMITTEE ON PUBLIC HEALTH
What type of experience can you offer this Board/Commission?	I am a licensed Occupational Therapist working for the Spaulding Rehab Network for over 10 years, and am Board Certified in Gerontology. I now work as a project manager in Spaulding's education department. I have lived in Brookline for almost 15 years and have had 2 dogs and a foster dog during that time. My career has helped me develop strong change management skills and organizational strategic thinking and I am eager to apply these skills in my own neighborhood.
What type of issue would you like to see this Board/Commission address?	I am relatively young and new to the world of local government so I am interested in listening and learning. That being said, I live in the Boylston Street corridor and am acutely aware that there is much change happening in Brookline! I would like to be a part of the voice that protects our green spaces, accessibility for seniors, and programming that is inclusive of all people. Most importantly, I would like to be involved as I believe the Davis footbridge and the Boylston Street park are both up for refresh in the next few years.
Are you involved in any other Town activities?	Not at this time.
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No; with advanced notice I can arrange my work schedule around town meetings.
IF RELEVANT, YOU CAN ATTACH OTHER	<a href="#">Gaudino CV 2021.docx</a>

MATERIALS (RESUME,  
NEWSPAPER, MAGAZINE,  
OR JOURNAL ARTICLE,  
ETC.)

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Mon 5/17/2021 8:43 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

### Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	John Pan
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	[REDACTED]
Email	[REDACTED]
Application for specific Board/Commission?	Park and Recreation Commission
What type of experience can you offer this Board/Commission?	I have a background in management consulting, having previously worked at McKinsey & Company and an MBA from the Wharton School. I have been a Brookline resident since 2007, and have 3 children who use many of the park and recreation locations throughout the town.
What type of issue would you like to see this Board/Commission address?	Construction of an indoor hockey rink. Improving the golf course. Facilitating rising sports (e.g., paddle tennis, pickle ball)
Are you involved in any other Town activities?	No
Do you have time constraints that would limit your ability to attend one to two meetings a month?	I work fairly regular hours, so evenings would be better for me, especially if in person meetings are required.
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	<i>Field not completed.</i>

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**Online Form Submittal: Committee Reappointment Interest Form**

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Mon 6/28/2021 11:00 AM

To: Devon Fields &lt;dfields@brooklinema.gov&gt;

**Committee Reappointment Interest Form**

Date	6/28/2021
Name	Clara C Batchelor
Email:	[REDACTED]
Street Address	[REDACTED]
Zip	[REDACTED]
Preferred Phone #	[REDACTED]
Committee you are a member of?	Parks and Recreation Commission
List of accomplishments in the last 3 years.	Served on Urban Forest Master Plan and Trees Protections Committees representing the Parks and Recreation Commission. Served on the Design Review Committees for Cypress Street Playground and Field and Emerson Garden. Reviewed landscape improvements associated with the new High School building project. Reviewed design impacts of a new housing development on the Boylston Street Playground.
Future Goals	Promote a green Brookline that provides equitable open space and recreational opportunities for all. Brookline needs to protect it's current public open space and create more. Our parks and fields are being loved to death.
Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200	

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Member of Working group reviewing locations for an outdoor pool

Important to review both of these at the same time as well as other potential townwide amenities that are needed or lacking.

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#### Future Goals

I look forward to seeing to completion the Brookline High School and the Cypress Playground projects as well as the Driscoll School and Driscoll playground projects. These projects are important to the entire town and are excellent examples of various boards and commissions working collaboratively for a wonderful end result.

I am also eager to completing the Strategic Plan Update and Athletic Needs Assessment and using that to guide the needs of all Brookline residents including the skating rink and the outdoor pool as well as the lack of playing fields, walking paths etc.

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Questions? Please contact the Select Board at [selectboard@brooklinema.gov](mailto:selectboard@brooklinema.gov), 617-730-2200

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## Online Form Submittal: Board/Commission Application Form

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Tue 3/9/2021 7:13 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

### Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Brandon Roberts
Address	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Application for specific Board/Commission?	PARK AND RECREATION COMMISSION, ADVISORY COMMITTEE ON PUBLIC HEALTH, PLANNING BOARD
What type of experience can you offer this Board/Commission?	I have experience on several types of advisory committees ranging from health sciences to university planning.
What type of issue would you like to see this Board/Commission address?	I think the board can address a number of issues regarding current public health practices as well as park issues. I also feel that my expertise would lend well to the planning board for the long-term outlook on Brookline.
Are you involved in any other Town activities?	Yes
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	<a href="#">Brandon_Roberts_Resume1_2021.pdf</a>

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# Brandon M. Roberts

## EDUCATION

### **University of Alabama at Birmingham**

2016 – 2019

*Postdoctoral Scholar in Exercise Medicine*

F32 NIH Fellowship 2017 – 2019

T32 NIH Fellowship 2016 – 2017

### **University of Florida**

*Ph.D. in Rehabilitation Science*

2012 – 2016

UF Research Fellowship

*M.S. in Human Performance*

2010 – 2012

UF Teaching &amp; Research Fellowship

*B.S. in Microbiology*

2006 – 2010

Florida Bright Futures Scholarship

## JOB EXPERIENCE

### **Captain – Research Physiologist**

*United States Army*

2020 -

#### **Responsibilities**

- o Manage duties of enlisted Soldiers
- o Write grants and collaborate on research projects
- o Optimize human health and performance of Soldiers

### **Chief Science Officer**

2020 -

*Tailored Coaching Method*

#### **Responsibilities**

- o Provide seminars on nutrition and exercise
- o Develop a mentorship program for personal trainers
- o Guide coaches through decision making processes

### **Chief Science Officer**

2019 -

*LogSmarter*

#### **Responsibilities**

- o Provide scientific expertise for company
- o Help develop a nutrition algorithm base on artificial intelligence
- o Create a network and connect within fitness industry

**Lecturer & Research Consultant***Department of Human Studies, University of Alabama at Birmingham, Birmingham, AL*

2019 - 2020

**Responsibilities**

- o Write grants and collaborate on research projects
- o Teach exercise and nutrition courses
- o Mentor undergraduate and graduate students
- o Lead Army and Air Force ROTC training and nutrition programs

**Postdoctoral Scholar***Center for Exercise Medicine, University of Alabama at Birmingham, Birmingham, AL*

2016 - 2019

**Responsibilities**

- o Develop exercise training and laboratory protocols
- o Manage experiments for multi-site clinical trials
- o Lecture for exercise courses
- o Analyze skeletal muscle biopsies using PCR, western blot, ELISAs, IHC and ICC
- o Conduct extensive statistical analysis in JASP, and R.
- o Present research findings at conferences
- o Write grants and research manuscripts

**Graduate Research Assistant***Department of Physical Therapy, University of Florida, Gainesville, FL*

2012 - 2016

**Responsibilities**

- o Develop research protocols and oversee laboratory
- o Manage budget for over \$1 million in grants
- o Guest lecture for multiple courses within the department
- o Apply microscopy to study structure and dynamics of skeletal muscle
- o Conduct extensive data analysis via Prism, R and Excel
- o Present research findings at national and international conferences
- o Write at all levels from 300-word abstracts to peer-review manuscripts

**Graduate Teaching Assistant***Department of Applied Physiology and Kinesiology, University of Florida, Gainesville, FL*

2010 - 2012

**Responsibilities**

- o Assisted in teaching undergraduate courses ranging in size from 10-50 students. Topics included: anatomy, physiology, kinesiology, fitness assessment, and exercise physiology
- o Prepared course material including laboratory experiments, lectures, exams, and reports
- o Led weekly problem-solving and discussion sections
- o Assisted faculty with administrative tasks and curriculum development.
- o Received excellent student evaluation scores that surpassed benchmarks for teaching quality (4.68/5)

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**ADDITIONAL EXPERIENCE**
**National Strength and Conditioning Association***Alabama State Board of Directors member*

2017 - present

- o Share and disseminate best practices in research for athletes
- o Organize, recruit and speak at NSCA Alabama State Clinic

*Executive Council member - Bodybuilding and Fitness Competitions*

2016 - present

## 17.B.

- Share and disseminate best practices and research for physique athletes
- Collaborate with fitness organizations to host events
- Provide solution sessions at local, regional and national conferences

### **UAB Postdoctoral Association**

2016 – 2019

#### *President (2018-2019)*

- Manage regular monthly meetings
- Developed and analyzed wellbeing survey for postdocs
- Bargained for postdoc appointment with Council on Postdoctoral Education
- Organized Postdoc Research Day in 2018 & 2019

#### *Executive Council (2016-2019)*

- Manage treasury for council
- Create events to benefit post-docs
- Organize Postdoc Research Day

### **National Postdoctoral Association**

#### *Conference Committee*

2017 – 2019

- Help organize national conference for 2020

### **UF RecSports Board of Directors**

2014 – 2016

#### *Chair – Assessment Committee*

- Contribute to the development of the budget for submission to the student senate
- Conduct investigations of equipment usage then used advanced algorithms to enhance usage
- Develop and deploy mechanisms for gathering feedback to navigate expansion of programs
- Conduct needs assessment for additional facilities or enhancement of existing facilities

#### *Chair - Facilities Planning*

- Reviewed requests for the use of facilities by non-university groups
- Conduct needs assessment for additional facilities or the enhancement of existing facilities and make such recommendations to the board
- Predicted the needs of the University of Florida community by developing a twenty-year plan

### **UF Weightlifting Club**

2014 – 2016

#### *Founder and President*

- Navigate complex requirements to become a recognized club by University of Florida
- Coordinate and recruited over 30 active members
- Develop Pursuit of Excellence Plan for continued growth

### **Strength and Physique Coach**

#### *The Strength Guys, LLC*

#### *Director of Research Education*

2016 - present

- Manage online athlete systems
- Provide scientific interpretation of exercise literature
- Give seminars on physique and powerlifting competitions
- Coach athletes in powerlifting and physique-based sports

### **Personal Trainer**

2012 – 2016

*Department of Recreational Sports, University of Florida, Gainesville, FL*

*Zen Fitness, Gainesville, FL*

*AXIS Training Studies, Gainesville, FL*

## 17.B.

- o Develop, design, and implement training programs for the individual needs and the goals of each client
- o Plan and conduct fitness workshops focusing on educating clients
- o Maintain over 95% client retention and resign rate

### CERTIFICATIONS

#### **Certified Strength and Conditioning Specialist**

*National Strength and Conditioning Association*

#### **Behavior Change in Exercise**

*PTA Global*

#### **CPR/AED/First Aid**

*American Heart Association*

#### **Clinical and Translational Research Program**

*University of Alabama at Birmingham – Center for Clinical and Translational Services*

#### **CIRTL Teaching and Learning Associate**

*University of Alabama at Birmingham – Center for Integrating Research, Teaching, and Learning*

---

### RELEVANT PUBLICATIONS AND PRESENTATIONS

Roberts BM\*, Helms ER, Trexler ET, Fitschen PJ. Nutritional Recommendations for Physique Athletes. JHK 2019. \*corresponding author

Roberts BM\*, Nuckols GN, and Kreiger JW. Sex differences in Resistance Training: A Systematic Review and Meta-analysis. JSCR 2019. (accepted, pending proofs). \*corresponding author

Holland BM, Roberts BM, Schoenfeld BJ. Effects of HMB Supplementation on Body Composition in Athletes: A Systematic Review and Meta-analysis. JSCR 2019.

Haun CT, Vann CG, Roberts BM, Vigotsky AD, Schoenfeld BJ, and Roberts MD. A critical Evaluation of the Biological Construct Skeletal Muscle Hypertrophy: Size Matters but So Does the Measurement. Front. Physiol., 12 March 2019

Roberts BM, Lavin KM, Many GM, Stec MJ, Thalacker-mercier A, Mayhew DL, Kelly NA, Tuggle SC, Merritt EK, Bamman MM. Human Neuromuscular Aging: Sex Differences Revealed at the Myocellular Level. Exp Gerontol. 2018.

Earnest CP, Roberts BM, Harnish CR, Kutz JL, Cholewa JM, Johannsen NM. Reporting Characteristics in Sports Nutrition. Sports (Basel). 2018;6(4)

Stec MJ, Thalacker-mercier A, Mayhew DL, Kelly NA, Tuggle SC, Merritt EK, Brown CJ, Windham ST, Dell'Italia LJ, Bickel CS, Roberts BM, Vaughn KM, Isakova-Donahue I, Many GM, Bamman MM. Randomized, four-arm, dose-response clinical trial to optimize resistance exercise training for older adults with age-related muscle atrophy. Exp Gerontol. 2017;99:98-109.

Bamman MM, Roberts BM, Adams GR. Molecular Mechanisms of Muscle Hypertrophy. Cold Springs Harbor, 2016.

*Full publication list available upon request*

## Oral Presentations

Sleep for Health and Performance. JPS Health and Education. October 2019

Advanced Methods for Muscle Hypertrophy. OFW online. September 2019

Response Heterogeneity in Exercise and Nutrition. Inland Empire Fitness Conference. April 2019

Muscle Hypertrophy for Athletes. NSCA Alabama State Clinic. April 2019

Nutrition for the Powerlifter and Physique Athletes. Birmingham Strength & Physique Summit. August 2017

A Scientific Approach to Peak Week for Bodybuilders. NSCA National Convention. Las Vegas, NV. July 2017

Evidence-Based Strength and Hypertrophy Recommendations. Florida State University. April 2017.

An Update on Evidence Based Fitness. University of Georgia, EVOLVE fitness symposium. April 2016.

The Science of Supplements. University of Auburn, EVOLVE fitness symposium. March 2015.

## Online Form Submittal: Committee Reappointment Interest Form

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Fri 7/16/2021 2:50 PM

To: Devon Fields <dfields@brooklinema.gov>

### Committee Reappointment Interest Form

Date	7/15/2021
Name	Antonia Bellalta
Email:	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Committee you are a member of?	Parks and Recreation Commission
List of accomplishments in the last 3 years.	<p>As a Commissioner and as a Landscape Architect, I have assisted in reviewing new open space designs and site improvements. I evaluate the designs taking into consideration the surrounding neighborhood, the historic quality of our parks and include the current requests of the specific neighborhood.</p> <p>I also try to contribute to developing a well balanced open space while maintaining Brookline's historic and cultural qualities, and providing ecological benefits to all our residents.</p> <p>Some of the projects over the last three years have included participation on the Design Advisory Teams (DAT) for: Brookline Reservoir, Harry Downes Field and Playground, Robinson Playground, Murphy Playground, Linden Square improvements and others.</p> <p>Additionally, I assisted with the review of Cypress Field Improvements and coordination with the High School Project, Larz Anderson Park Improvements and assisting with the site selection for Art in the Park at Larz. I have also participated and discussed several improvements to Putterham Golf Course and its current undertaking of a Landscape Master Plan. I have been involved with several focused task force groups such as: Ice Rink Feasibility Study and the its current Site Selection Task Force; Pool task force and the 2020 Parks, Open Space, and Recreation Strategic Master Plan Update.</p>
Future Goals	While continuing to assist our new Director Alexandra Vecchio with upcoming park and field design and renovations, I would like to incorporate more sustainable practices into our designs, site construction and maintenance.



It is important to maximize our open spaces as valued community gathering places and recreational fields. My goal is to provide welcoming, accessible, well-maintained and safe spaces that respond to the significant need for additional sports fields and healthy outdoor activities for all Brookline residents.

I will continue to work creatively to find ways to balance the need for more open spaces, fields and resources for Parks and Open Space. We need more open spaces!

Questions? Please contact the Select Board at [selectboard@brooklinema.gov](mailto:selectboard@brooklinema.gov), 617-730-2200

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Wed 6/16/2021 6:56 PM

To: Devon Fields <dfields@brooklinema.gov>

Committee Reappointment Interest Form

Date	6/16/2021
Name	James Carroll
Email:	
Committee you are a member of?	Parks and Recreation
List of accomplishments in the last 3 years.	Larz Anderson Design Review, Green Dog Advisory Committee, Brookline Golf Advisory Committee, Skating Rink Task Force, Selection Committee for Feasibility of Skating Rink, selection Committee for Food and Beversge Vendor at Golf Course
Future Goals	Advocate for Diverse Committee, Golf course master Plan, Skating Rink Task Force,
Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200	

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## Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Mon 8/23/2021 9:51 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

### Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Theresa Kennelly Mooney
Address	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Application for specific Board/Commission?	Parks & Recreation Commission
What type of experience can you offer this Board/Commission?	I have previous experience working as a public school teacher, working for the New York City Council and the New York City Department of Education, and working with low-income youth in a variety of capacities, including as a lifeguard and camp instructor. Currently, I am the parent of three young kids who will attend Brookline Public Schools when they are old enough and I work as a communications and marketing strategist at a nonprofit dedicated to ending educational inequity. My husband is a physician at Brigham and Women's Hospital and Assistant Professor at Harvard Medical School. While we are both relatively new to the Brookline area, we're deeply committed to this community and look forward to raising our young family here. I would greatly enjoy serving my community on a Board or Commission, and I hope to pursue additional opportunities in elected leadership positions in the future. Thank you for considering my application!
What type of issue would you like to see this Board/Commission address?	Improvements to local children's playgrounds and public spaces for all community members, increasing the recreational offerings for all residents, developing strong and affordable recreational programs for young children, and advocating on behalf of parents for safe and thriving parks in our city.
Are you involved in any other Town activities?	None at the moment
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No time constraints

IF RELEVANT, YOU CAN  
ATTACH OTHER  
MATERIALS (RESUME,  
NEWSPAPER, MAGAZINE,  
OR JOURNAL ARTICLE,  
ETC.)

[Mooney, Theresa\\_brief CV 8.18.21.pdf](#)

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# THERESA KENNELLY MOONEY



## EDUCATION

### **Johns Hopkins University, Master of Arts in Education, 2010**

Overall GPA: 3.85; Secondary English Education focus

### **University of Michigan, Bachelor of Arts in English & Psychology, 2008**

Overall GPA: 3.47; University Honors achieved in five out of eight semesters

## EXPERIENCE

### **Leadership for Educational Equity**

#### ***Director of Integrated Marketing***

***Remote, August 2020 – Present***

- Develop thoughtful, high-impact marketing strategy to draw more members to LEE's programming and coaching
- Direct a team of writers, designers, content creators, and technology staff to implement marketing campaigns
- Continuously test and scale new engagement ideas to drive more LEE members to run for elected office
- Conduct market and competitive analysis, analyze trends, member conditions and expectations, product performance results, and competitors' activities and strategies to improve the organization's marketing strategy

### **Teach For America**

#### ***Senior Managing Director of Brand Strategy***

***Remote, July 2019 – July 2020***

- Directed an agile omnichannel marketing recruitment team, and created and implemented several breakthrough marketing campaigns and experiences centered on prospective Teach For America (TFA) corps members
- Gathered, analyzed, and leveraged audience and market insights to devise a digital strategy to attract new corps members
- Helped lead TFA's prospect marketing team to one of its largest application submission years in recent history
- Worked with the creative team, recruitment team, and digital team to define the org's brand standards & value proposition

#### ***National Director of Copywriting***

***Remote, June 2017 – July 2019***

- Translated org messages into digitally innovative, engaging content for prospective TFA corps members
- Wrote content marketing stories that drove users to take action, including the most read [TFA.org story](https://www.teachforamerica.org/story) for prospects
- Worked with TFA's 51 regions and all marketing channels (web, social, and email) to advance digital storytelling efforts

#### ***National Manager of Content Strategy***

***Remote, June 2015 – June 2017***

- Strategized, drafted, and designed digital and print collateral to tell TFA's brand story
- Edited written content on [teachforamerica.org](https://www.teachforamerica.org) to meet brand standards and search engine optimization (SEO) goals
- Co-created TFA.org's information architecture and led a digital engagement taskforce to improve website conversion

#### ***Manager of District Strategy***

***Phoenix, October 2013 – June 2015***

- Managed TFA Phoenix's partnership with the Dept. of Education, local universities, and certification programs
- Directed corps member onboarding, resulting in 100% of teachers on a pathway to full licensure & school placement
- Spearheaded a regional diversity initiative to recruit and retain corps members from diverse backgrounds, and in 2014, matriculated TFA Phoenix's most diverse corps to date, including its first DACA-status teachers
- Analyzed recruitment and retention data to guide TFA Phoenix's 2020 regional vision and strategic plans

#### ***Corps Member, Carver Vo-Tech High School***

***Baltimore, June 2008 – June 2010***

- After one year in the classroom, selected as the school's founding honors program teacher for the 10<sup>th</sup> grade
- Created an honors English curriculum, and attended regional professional development to build the school's AP program
- Prepared more than 150 students for the high-stakes state exam in English language skills
- Directed two student organizations: National Honors Society and ACE Mentor Program

**New York City Department of Education*****Special Education Consultant******Remote, April – September 2015***

- Assessed data collected on students with disabilities in NYC—including attendance information, test data, and Independent Education Program (IEP) recommendations—using statistical analysis software
- Created data and policy reports for superintendents, policy makers, and state education meetings

***Special Education Analyst******New York City, June 2012 – June 2013***

- Promoted after less than a year to join the inaugural Special Education Compliance and Analytics team at DOE headquarters, specifically to create comprehensive data reports and ensure efficient information distribution
- Examined data collected on the 170,000+ students with disabilities in NYC—including attendance information, test data, and Independent Education Program (IEP) recommendations—using SPSS and other data analysis software
- Designed data and policy reports for superintendents, policy makers, and state education meetings

***Special Education Legal Associate******Brooklyn, September 2011 – June 2012***

- Negotiated with attorneys representing special needs students to ensure all students had access to appropriate services
- Prepared DOE attorneys for trials involving breaches in special ed services, using legal research & document review

**New York City Council*****Media Relations Intern******Brooklyn, July – September 2011***

- Researched community issues for City Council Member Jumaane Williams, who represented the Flatbush and Midwood neighborhoods of Brooklyn, to inform constituent meetings
- Arranged press conferences and wrote press releases on behalf of the Council Member
- Assisted in the creation of the Council Member's social media presence and constituent newsletter

**Uncommon Schools*****Founding Office Manager******Brooklyn, June 2010 – July 2011***

- Assisted in the launch of a new elementary charter school in shared NYC Department of Education space
- Wrote and designed regular communications for the school's website, prospective applicants, and donors
- Co-led recruitment and enrollment efforts for the school's first year, leading to a 600-student waiting list in its first year

**The Michigan Daily*****Editorial Page Associate Editor and Columnist******Ann Arbor, MI, September 2005 – April 2008***

- Led weekly editorial board meetings, often facilitating interviews with campus leaders and local politicians
- Edited editorials, viewpoints written by staff, and letters to the editor for the daily paper
- Served as a voting member of the paper's management desk and participated in daily publication meetings

**CERTIFICATIONS & TRAINING**

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- **Content Marketing Certified**, HubSpot Academy, June 2021
- **Advanced Google Analytics Certified**, Google, June 2021
- **ConFab: Content Strategy Conference and Training**, Minneapolis, April 2016
- **Professional Eligibility Teaching Certificate**, State of Maryland, July 1, 2008 – July 1, 2015
- **American Red Cross Lifeguard Certification**, June 2002 – December 2013

**VOLUNTEER, INTERSHIPS & CIVIC INVOLVEMENTS**

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- **SAT Tutor** for Phoenix and Brookline high school students, part-time from September 2014 – April 2021
- **Volunteer** for Reginald Bolding for AZ State Senate in 2013 and Daniil Gunitskiy for Phoenix School Board in 2014
- **Volunteer Classroom Instructor** at the Maxey Woodland Correctional Facility, part-time from September 2006 – April 2008
- **Media and Journalism Intern** at WGN Chicago, part-time from May – August 2007
- **Social Psychology Research Assistant** at University of Michigan Dept. of Psychology from September 2006 – April 2008
- **3x Ironman triathlete**, in addition to 15+ marathon and 10+ long-distance triathlon finishes, from June 2002 – Present

**Re: Park and Rec Commission Inquiry**

Mcsonejc &lt;mcsonejc@aol.com&gt;

Tue 9/14/2021 3:57 PM

To: Devon Fields &lt;dfields@brooklinema.gov&gt;

Hi Devon,

It is true that I tendered my written resignation to John Bain this afternoon.

Jim Carroll

617-548-0237

-----Original Message-----

From: Devon Fields &lt;dfields@brooklinema.gov&gt;

To: Jim Carroll &lt;mcsonejc@aol.com&gt;

Sent: Tue, Sep 14, 2021 3:19 pm

Subject: Park and Rec Commission Inquiry

Hi Jim,

I am reaching out because I've been informed you may no longer be seeking reappointment to the Park and Rec Commission. If this is the case please reply to this email as soon as you can so I can update the Select Board members before their meeting and subsequent vote tonight.

Thank you!

Devon

Devon Fields (she, her, hers)

Administrative Services Director

Town Hall |333 Washington St., 6th Floor

Brookline, MA 02445

**dfields@brooklinema.gov**

office: (617) 730-2211 |cell: (617) 869-4013

[www.brooklinema.gov](http://www.brooklinema.gov)**Office Hours: M-Th: 8 a.m. - 5 p.m. Friday: 8 a.m. - 12:30 p.m.****Working from home Tuesday and Friday**

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